ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT

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AIRPORT BEST TAXI SERVICE, LLC

SHARED RIDE SHUTTLE

CONCESSION AGREEMENT

AL#-106

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ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
CONCESSION AGREEMENT
(SHARED RIDE SHUTTLE)

THIS AGREEMENT, made and entered into as of the 29th day of August 2019, (**"Agreement"**) by and between the CITY OF ST. LOUIS (**"City"**), a municipal corporation of the State of Missouri and AIRPORT BEST TAXI SERVICE, LLC (**"Concessionaire"**), a limited liability corporation organized and existing under the laws of the State of Missouri and qualified to do business in the State of Missouri.

WITNESSETH, That:

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

WHEREAS, a Shared Ride Shuttle at the Airport is essential for proper accommodation of the public;

WHEREAS, City has determined that it is in the public interest for the following objectives to be met in the provision of a Shared Ride Shuttle:

- To provide a first-class, Shared Ride Shuttle that meets Airport user needs and adds value to other Airport and Airline services;
- To provide excellent customer service by operating the Shared Ride Shuttle, on an as needed basis with well-trained, efficient, courteous and pleasant staff;
- To provide a Shared Ride Shuttle with equipment that is reliable, easy to use and well maintained; and
- To be responsive to the Federal Aviation Administration (**"FAA"**) and City goals for Airport Concession Disadvantaged Business Enterprise ("**ACDBE**") participation in concessions.

WHEREAS, the City has advertised and received bids for the right to develop, manage and operate a Shared Ride Shuttle at the Airport, and by this process the City has determined that the Concessionaire is a qualified and responsive bidder that submitted the highest and best bid deemed most advantageous to the City for the development, management, and operation of a Shared Ride Shuttle **("Concession")** at the Airport and best meets the City objectives.

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

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ARTICLE I

DEFINITIONS AND INTERPRETATIONS

SECTION 101. DEFINITIONS. The following words and phrases have the following meanings:

"**Agreement**" means this document and any amendments thereto, duly approved by City.

"**Airport**" as stated in the preamble hereof.

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

"Airport Concession Disadvantaged Business Enterprise" or "ACDBE" means a concession that is a for-profit small business concern:

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

"Airport Properties Division" means that division of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenants, permittees, concessionaire and other space at the Airport, and is the Concessionaire's point of contact with the Airport on all issues related to this Agreement.

"**Authority**" means the City of St. Louis Airport Authority, the City department responsible for managing the Airport.

"**City**" as stated in the preamble hereof.

""**Commencement Date**" shall mean the first day of the month following the full execution of the Agreement by the City unless otherwise agreed to in writing by the City and Concessionaire (see Article IV, Section 401).

"Concession Fee Payments" means the payments due to the City as described in Section 502.

"**Concessionaire**" as stated in the preamble hereof.

"Contract Year" means a twelve (12) consecutive month period beginning on the Commencement Date, and each twelve (12) month period thereafter during the Term of the Agreement (see Article IV).

"Days" or **"days"** shall mean consecutive calendar days unless otherwise expressly provided herein.

"**Director**" shall mean the Director of Airports of the City of St. Louis Airport Authority or his/her designee, and incorporates the granting of approval requirements of Section 1515 hereof.

"Environmental Laws" mean all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, Environmental Permits, permit conditions, and orders relating to the generation, emission, discharge, release, use, storage, transportation, or disposal of pollutants, contaminants,

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

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

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

"Expiration Date" means the last day of the Term of the Agreement, as provided for in Section 401 herein.

"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.

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

"Gross Receipts" means the total revenues from all sources and all types at this Airport under the Agreement performed by Concessionaire, its subcontractors, sublessess, subsidiaries, associated companies or otherwise, regardless of the point of origin or delivery of the order; and only the following may be excluded or deducted, as the case may be, from Gross Receipts:

- Federal, state, county and municipal sales taxes or other sales taxes separately stated and collected from customers;
- Cash or credit refunds given to customers for services purchased at the Airport;
- Receipts in the form of refunds from tor the value of merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

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- Sale or trade-in value of any equipment or fixtures that were sold or transferred from the premises provided the sale or transfer was approved for removal by the Director and equipment or fixture was owned by Concessionaire.
- revenues derived from payments received by Concessionaire for loans made to sublessees, fees charged for services provided sublessees, or other fees assessed by the Concessionaire for the use of Airport facilities for which Concessionaire has a direct lease, so long as the charge is assessed in accordance with this Agreement; and

"Hazardous Materials" means friable asbestos or asbestos-containing materials, polychlorinated biphenyls ("**PCB's**"), petroleum, or crude oil or any fraction or derivative thereof, natural gas, source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as hazardous substance, regulated special waste, pollutant or contaminant (or comparable term) under any of the Environmental Laws. The City and Concessionaire stipulate and agree the existence and definition of Hazardous materials shall be construed herein in accordance with all applicable federal, state, City or local laws, statutes or regulations relating to the protection of human health or the environment.

"Missouri Regional Certification Committee" or **"MRCC"** shall mean the Unified Certification Program established by U.S. Department of Transportation to oversee the Unified Certification Process for the state of Missouri. Principal agencies are: Missouri Department of Transportation, City of Kansas City, Missouri, Kansas City Area Transportation Authority, City of St. Louis - Lambert Airport Authority and Metro Transit - St. Louis.

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

"Notice" means a communication between parties to this Agreement performed in accordance with the requirements of Article XIV.

"Percentage Fee" means the product of (i) Gross Receipts for the appropriate period multiplied by (ii) Percentage Fee Rates set out in Article V, Section 502 hereof.

"Percentage Fee Rates" means the designated portion or percentage of Concessionaire's Gross Receipts that are payable to the City as set out in Article V, Section 502 hereof.

"Prearranged" shall mean that the transportation has been arranged or reserved before the vehicle is dispatched to render the transportation service and prior to the Vehicle's arrival at the Airport.

"Premises" means a location or locations, including Existing Improvements, described in Section 201, that has or have been designated by City for the sale of Concessionaire's services and for other uses herein specifically provided for.

"Provisions" means the terms, covenants, conditions, warranties, and specifications of this Agreement.

"Remediation Costs" means any losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing applicable Environmental Laws or Environmental Permits, or (ii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S.

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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 Lessee's operations or activities at the Premises or the Lessee's use of the City's property. Remediation Costs include without limitation investigation and evaluation costs, costs to implement and administer institutional controls, restrictive covenants, soil management plans or other related reports or studies, 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, administrative costs, reasonable attorneys' fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities caused by or arising out of Lessee's handling, use, storage, release, disposal, generation, emission or discharge of Hazardous Materials at the Airport including the Premises.

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

"Rules 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.

"**Shared Ride Shuttle"** shall mean that the coordination and transportation of individuals and groups that has been arranged or reserved before the Vehicle is dispatched to render the transportation service and prior to the arrival of the Vehicle at the Airport.

"**St. Louis Metropolitan Area**" means St. Louis City, St. Louis and St. Charles Counties in Missouri and the Illinois Counties of Madison and St. Clair.

"Term" means the entire term of this Agreement, as defined and provided for in Article IV, Section 401 herein.

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

"**Vehicle or vehicle"** shall mean a van, mini bus, or other vehicle that has a minimum capacity of seven (7) passengers, in addition to a driver and reasonable space for luggage which meet the size and weight (including axle weight) restrictions of the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time.

"**Walk Up On Demand"** shall mean transportation of individuals or groups that has not first been Pre Arranged.

SECTION 102. INTERPRETATIONS. 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.

1. The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Agreement refer to this Agreement.

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

3. 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.

4. 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.

5. The term "**including**" shall be construed to mean "including without limitation," unless otherwise expressly indicated.

6. All references to number of days shall mean calendar days.

7. Words used in the present tense include the future.

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ARTICLE II
PREMISES

SECTION 201. PREMISES. City hereby permits the Concessionaire to install, maintain and operate a Shared Ride Shuttle at locations on Airport property in Terminal 1 and Terminal 2, in accordance with rights granted under Section 301 entitled "Rights", and as described in **Exhibit "A"** entitled "Premises", which is attached hereto and made a part hereof. The rights granted in Section 301 hereof must only be exercised within the Premises.

The Director has the right to add, substitute, relocate or delete portions of the Premises upon reasonable notice to the Concessionaire. The City will not be liable or responsible for any loss whatsoever, including without limitation, any inconvenience or loss by the Concessionaire of work time, profit or business, actual, incidental, consequential or special damages resulting from these changes to the Premises.

Concessionaire accepts the Premises "**AS IS**" with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its officers, employees, agents, or representatives. The City without limitation expressly disclaims and negates as to the Premises any implied or expressed warranty of merchantability, any implied or expressed warranty for a particular purpose and any expressed or implied warranty with the respect to the Premises or any portion thereof or the use or condition of the Premises.

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

SECTION 203. RESERVATIONS. The grant of use hereunder is subject to the following reservations and conditions:

A. Concessionaire shall not exercise the rights granted by this Agreement to Concessionaire in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operation of other tenants or users of the Airport.

B. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

C. The City reserves the right to grant utility and maintenance rights-of-way to itself and other over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Concessionaire's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Concessionaire.

D. The City reserves the right (but shall not be obligated to Concessionaire) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Concessionaire in this regard.

E. The City reserves the right to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as City in its sole and absolute discretion as it sees fit, regardless of the desires or views of the Concessionaire, and without interference or hindrance of any kind.

F. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Concessionaire from erecting, or permitting to be erected, any building or other structure on the Premises or the Airport which sole and absolute opinion of the City would limit the usefulness of the Airport, adversely effects the operations of the Airport or constitute a hazard to aircraft or air navigation.

G. During the time of war or national emergency the City shall have the right to enter into an agreement with the Government of the United States of America ("**U.S. Government**") for use of part of all of the landing area, the publicly-owned air navigation facilities or other areas or facilities of the Airport including the Premises and the rights granted herein. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the U.S. Government, shall be suspended immediately upon receipt written notice from the City.

H. This Agreement shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, expansion, improvement, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the operation, expansion, improvement, development or maintenance of the Airport.

I. The City reserves all gas, oil and mineral rights in and under the soil; provided, however, that the City, in the exercise of such rights, shall not substantially or materially interfere with the surface of the soil or with Concessionaire's use of improvements thereon.

SECTION 204. PREMISES ADJUSTMENTS. If Premises are increased, reduced or changed as provided for in Section 201 of this Agreement, revised exhibits may be substituted for those herein without the necessity to amend this Agreement, which substitution shall be made by notice to Concessionaire from the Director on behalf of the City.

SECTION 205. STORAGE, CLOSET, OFFICE & EMPLOYEE BREAKROOM SPACE. Storage space, closet space, Concessionaire employee break room space or office space are **NOT** included in or provided for as part of this Agreement. If such space is required by the Concessionaire, the Concessionaire will be required to execute a separate agreement for any such space. The Concessionaire shall pay to the City, as compensation for the use of any such storage, closet, break room or office space, the applicable square foot rental rate for Terminal 1 or Terminal 2, and all utilities as determined by the Airport Director. The Concessionaire shall be responsible for the construction (if applicable) and maintenance of such space.

ARTICLE III

RIGHTS

SECTION 301. RIGHTS. City hereby grants to Concessionaire, the **Non-Exclusive Right**, license and privilege to operate a Ground Transportation Concession at the Airport subject to the Provisions of this Agreement during the Term of this Agreement. The following activities are inclusive of these rights: The right to provide for hire shared ride Vehicle ground transportation services to and from the Airport and various locations in the St. Louis metropolitan area (downtown St. Louis included) in accordance with the Airport's Ground Transportation Rules and Regulations and the rules and regulations of the Metropolitan Taxi Commission, or the Missouri Department Transportation ("**MODOT**") or any other licensing authorities as may be required to operate the type of shuttle service under this Agreement.

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Only Prearranged fares shall be allowed under this Agreement; the Concessionaire shall **not** accept Walk Up On Demand service, which shall be referred by concession staff to other available modes of ground transportation authorized to operate at the Airport.

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

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

Concessionaire shall not engage in advertising or provide an area for the distribution of advertisements on

behalf of any company other than itself (or the brands which it operates under certain license or franchise agreements). City will be the sole judge whether the conduct of Concessionaire's representative in the solicitation of business constitutes a violation of this paragraph, and upon notice from the City, Concessionaire shall forthwith take all steps necessary to eliminate the undesirable condition. Notwithstanding, Concessionaire may advertise and promote its offerings (including special promotions) in an attempt to maximize transactions and provide the highest customer satisfaction for Airport passengers (see Section 707 entitled "Signs").

The Concessionaire shall not offer Walk Up On Demand service to individuals or groups.

This Agreement grants no real or implied rights to any concession privileges on the Airport other than in the designated areas.

The Concessionaire acknowledges, stipulates and agrees that the City reserves the right, at any time during the Term of the Agreement, to enter into other agreements for concepts similar to those in operation at the Airport including those of the Concessionaire.

The use of areas not specifically included in Exhibit "A" must be approved in advance and in writing by the Director (see Section 1430 entitled "Required Approvals").

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ARTICLE IV
CONCESSION TERM

SECTION 401. TERM. The **"Term"** of this Agreement shall consist of **Five (5) Contract Years "CONCESSION PERIOD"**, unless sooner terminated in accordance with other Provisions of this Agreement. The Commencement Date, and the Concession Period and the Expiration Date shall be written by the City below.

"Commencement Date": August 1, 2019

"Concession Period": August 1, 2019 **to** July 31, 2024

"Expiration Date": July 31, 2024

Either party may cancel this Agreement upon ninety (90) days written notice, and such cancelation shall be considered a no fault cancelation.

SECTION 402. SURRENDER OF POSSESSION. Either party may cancel this agreement with a ninety (90) day notice. No notice to quit possession at the expiration date of the Term of this Agreement will be necessary. Concessionaire covenants and agrees that at the expiration date of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises, in a clean, sanitary, and good condition as that existing at the time of Concessionaire's initial entry upon the Premises

under this Agreement, reasonable wear and tear (taking into account the improvements, repair and maintenance required to be done by Concessionaire), acts of God, and other casualties excepted, and the City will have the right to take possession of the Premises with or without due process of law (see Section 201 entitled "Premises" and Section 708 entitled "Title to Improvements, equipment and Removable Fixtures").

SECTION 403. HOLDOVER PROVISION. If Concessionaire does, with the prior written approval of the Director, holdover after the expiration of the Term of this Agreement, the resulting tenancy will, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Concessionaire shall pay to City the same Concession Fees as stated for Contract Year Five (5) and other fees and charges as set forth herein, unless different fees are agreed upon in writing by the Director on behalf of the City and the Concessionaire, and both parties will be bound by all the Provisions of this Agreement.

ARTICLE V
FEES AND PAYMENTS

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

SECTION 502. CONCESSION FEE PAYMENTS. Concessionaire warrants, represents, stipulates, and agrees to pay to City a sum as set out below.

The Percentage Fee Rate for each Contract Year

Contract Year One:	9.5%
Contract Year Two:	10%
Contract Year Three:	10.5%
Contract Year Four	10.75%
Contract Year Five	11%

SECTION 503. PAYMENT. Payments for each month of each Contract Year shall consist of the following:

Percentage Fee Payments. The Percentage Fee payment consists of an amount equal to the Percentage Fee Rates noted above applied to the Gross Receipts for the previous month to be paid on or before the 15th day of the second month and each succeeding month during each Contract Year during the Term of the Agreement (see Section 504 entitled "Unpaid Fees" and Article XIII entitled "Liquidated Damages" for the amount of any applicable service charge or liquated damages.)

SECTION 504. UNPAID FEES. All unpaid fee payments due the City hereunder will bear a service charge of 1½% per month if same is not paid and received by the City on or before the 20th day of the

month in which said payments are due, and Concessionaire agrees that it will pay and discharge all costs and expenses including attorney's fees and litigation costs incurred or expended by the City in collection of said delinquent amounts due, including service charges.

SECTION 505. REPORTS.

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

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

   - Total number of passengers transported
   - Other passenger, financial and operational information that may be required by the Director

B. Concessionaire shall submit an audit report of Gross Receipts within one hundred twenty (120) days following the conclusion of each Contract Year. At the request of the City, an independent Certified Public Accountant must prepare these audit reports. The audit reports shall at a minimum certify the accuracy of (i) reported total accumulated Gross Receipts, and (ii) the aggregate amount of Gross Receipts and/or goods and services attributable to ACDBE participants. The audit reports shall also include a schedule showing the total of actual payments to the City during the Contract Year and shall state an opinion as to the correctness of the computation of Gross Receipts without exception.

C. Within thirty (30) days after the close of each Contract Year, except the last Contract Year, Concessionaire shall provide the City with an estimate of projected monthly Gross Receipts for the subsequent Contract Year.

D. Delivery of an audit report containing a qualified opinion, an adverse opinion or a disclaimer of opinion as defined in the Statement on Auditing Standards, or as same may from time to time be amended or superseded, issued by the Auditing Standards Board of the American Institute of Certified Public Accountants, shall be deemed to be a default pursuant to Section 1101 (B) (10) herein.

E. Concessionaire shall keep such records (copies of subcontracts, paid invoices, documentation of correspondence) as are necessary for the City to determine compliance with the ACDBE participation goals. These records must be retained for a minimum of three years after the termination or expiration of this Agreement. The City reserves the right to investigate, monitor and/or review records for compliance. The Concessionaire shall submit quarterly ACDBE activity reports to the City.

Monthly ACDBE Activity Reports. Concessionaire shall submit to the City by the 15th day following each calendar month an accurate statement of ACDBE utilization. Concessionaire shall document, in a

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manner satisfactory to the Director, the specifics of all Gross Receipts attributable to ACDBEs in addition to purchases from certified ACDBEs. This statement must be certified as accurate by an officer of the Concessionaire. Concessionaire shall submit monthly ACDBE activity reports to the City in a form approved by the Director.

A. Joint Venture Activity Reports. If Concessionaire operates as a Joint Venture, Concessionaire is required to submit the following documents, as applicable, to the City in a form approved by the Director by the 15th day following each calendar quarter (April 16th, July 15th, October 15th, and January 15th) or as indicated below:

1. A copy of the fully executed Joint Venture agreement in the form submitted to the Airport for approval within thirty (30) days of execution of the Joint Venture agreement or by the Commencement Date of this Agreement, whichever is earlier;

2. An advance schedule of management committee meetings (including subcommittees) and minutes of such management committee meetings;

3. Joint Venture activity reports by the ACDBE partner(s) and acknowledged by the non-ACDBE partner detailing the activity of the ACDBE partner in relation to its assigned role in the operation and a detailed summary of its activities for the preceding quarter. Concessionaire must include in the activity reports any activity with regard to capital contributions, loans, loan repayments, etc.;

4. Documentation of all capital contributions made by the Joint Venture partners (ACDBE and non-ACDBE), including any promissory notes, within thirty (30) days of occurrence;

5. Any proposed amendments to the Joint Venture Agreement to the Business Diversity Development office for review and approval prior to its effective date;

6. Reconciliation of Administrative or Management Fees by the Joint Venture partners annually;

7. Federal tax returns filed by the Joint Venture, including all supporting schedules and K1s within thirty (30) days of filing the return;

8. An equity statement for each partner in the Joint Venture within thirty (30) days of the Joint Venture's fiscal year end; and

9. Additional information related to the above in order to demonstrate compliance with 49 CFR Part 23 and the FAA's Joint Venture Guidance as may be requested by the City from time to time.

B. ACDBE Documentation. Concessionaire shall keep, and make available to the City, such records (copies of subcontracts, paid invoices, documentation or correspondence) as are necessary for the City to determine compliance with the ACDBE participation goal. These records must be retained for a minimum of three (3) years after the termination of this agreement. The City reserves the right to investigate, monitor and/or review records for compliance."

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SECTION 506. PERFORMANCE AND PAYMENT BOND. Concessionaire agrees to furnish a Performance and Payment Bond in a form acceptable to City in the principal amount equal to **Ten thousand dollars ($10,000.00)** prior to execution of this Agreement. Such bond or other form of security agreed to by the City, must remain in full force and effect throughout the Term of this Agreement and **must extend at least one hundred eighty (180) days following the expiration or early termination of this Agreement.** In the event that said bond should expire prior to expiration or early termination of this Agreement, Concessionaire warrants, covenants and agrees to provide City a renewal bond sixty (60) days prior to expiration date of the expiring bond. Such bond will guarantee the payment of all fees and performance of all other terms, covenants and conditions of this Agreement. The Performance and Payment Bond will be in the form of a standard commercial guaranty bond running to City, written by a surety company authorized to do business in Missouri and (i) having a "Best" key rating of not less than A and with a "Best" Financial Size Category of not less that Class VIII, and (ii) shown on the most recent U.S. Treasury Circular No. 570 as having an "underwriting limitation" of at least the amount of the penal sum of the bond. The bond will be kept in full force and effect during the term hereof. City may agree to another form of deposit, which will provide equal protection of City's interest. If City cashes the bond or other form of deposit agreed to by the City, Concessionaire agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within fifteen (15) days.

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

SECTION 508. ACCOUNTING FEES. Concessionaire will during the Term hereof make available in the St. Louis area true, accurate, complete and auditable records of all business conducted by it at the Airport. Concessionaire will make same records available in the St. Louis area for at least three (3) years following the expiration or termination of this Agreement. These records will be accessible during usual business hours to City or it's duly appointed agents or auditors. The Concessionaire is not required to maintain its records in the St. Louis area, as provided above, if it agrees to pay for all costs associated with conducting audits performed by the City at the Concessionaire's place of records.

SECTION 509. ADDITIONAL FEES AND CHARGES. Concessionaire will pay additional fees and charges to the City within thirty (30) days of written notice under the following conditions:

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

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees and charges thereafter due

hereunder. Each and every part of such payment will be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees and charges as set forth herein.

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

SECTION 510. RIGHT TO AUDIT.

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

B. If, as a result of an audit by any governmental entity, Concessionaire is required to restate Gross Receipts as defined herein, Concessionaire will, within thirty (30) days of finalization of the audit, report the change in Gross Receipts to the Airport. If the change in Gross Receipts results in Concessionaire owing additional Concession Fee Payments, Concessionaire will, within thirty (30) days, remit to the City the additional Concession Fee Payments.

SECTION 511. NOTICE PLACE AND MANNER OF PAYMENT. Payments will be made at the Office of the Director at the Airport, or at such other place in the City of St. Louis, Missouri as City may hereafter notify Concessionaire and will be made in legal tender of the United States.

SECTION 512. CONDITIONS OF DEFAULT. This Agreement will be considered in default when Concessionaire fails to fulfill any Provision of this Agreement and such default is considered a material breach of this Agreement for which the City at its sole option may terminate this Agreement as provided for in Article XI of this Agreement and such other remedies at law or in equity.

ARTICLE VI

CONCESSIONAIRE'S OPERATIONS

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

The Concessionaire will provide, as a minimum, the following Shared Ride Shuttle Concession services at the Airport:

A. Shared ride transportation on a scheduled, and / or Prearranged fare **only** basis to various locations within the St. Louis metropolitan area, including, but not necessarily limited to, downtown St. Louis; and
B. Other ground transportation services as may be mutually agreed to by both parties.

Section 602. Hours of Operation. The hours of operation shall be sufficient to meet the needs of the traveling public. At any time the Concessionaire does not staff its customer service Premises, adequate and ADA compliant signage must be provided. Concessionaire shall use best efforts to respond to any and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open to accommodate customers with reservations.

The customer service Premises must include a telephone line with 24 / 7 access to the Concessionaire's Reservations / Communications Center (see below).

Section 603. Pricing/Fares.

A. The Concessionaire shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public. The Concessionaire shall comply with all applicable rules and regulations of the Federal Trade Commission and other government agencies. The Concessionaire shall accept at least three nationally recognized credit cards as payment for services rendered.
B. The Concessionaire will submit a complete list of all proposed services and Fare Schedule for said services to the Director for approval at least 14 days prior to commencement of operations.
C. Concessionaire shall have the right to discount fares in advance (i.e., direct mail coupons, presold tickets, etc.); however, Concessionaire shall not have the right nor be allowed to discount tickets sold at the Airport unless the passenger presents a discount coupon which the passenger received prior to his/her arrival at the Airport (i.e., a discount coupon distributed by a travel agent or group).
D. The Concessionaire shall submit any proposed changes in the Fare Schedule to the Director at least 14 days prior to any proposed fare changes. Such requests must include complete justification for the proposed changes. Director will make a good faith effort to respond to the proposed changes within 14 days. No changes in the Fare Schedule may be implemented without the prior approval of the Director, including surcharges or any other kind of charge that results in additional fees or charges of any kind.
E. Concessionaire will post fare schedules in all vehicles and at all ticket counter locations. The type and format of signs to be posted at the Airport ticket counters is subject to approval by the Director.

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

Section 605. Personnel.

A. Concessionaire shall ensure, *at its sole cost and expense*, all employees obtain an Airport-issued ID badge from the Airport Police Department and shall ensure all employees wear and display

in an acceptable manner their Airport ID at all times while on Airport property. Employees shall fully comply with all applicable TSA regulations, including Regulation 1542 regarding conduct and access to the AOA.

B. Concessionaire, *at its cost*, acknowledges and agrees that all employees applying for an Airport ID badge must submit to a fingerprint-based criminal history record check.

C. Concessionaire, *at its cost*, acknowledges and agrees that it shall conduct employee background checks of each of its personnel if required by the FAA, TSA and/or the City. Concessionaire recognizes and agrees that security requirements may change and Concessionaire agrees that it shall comply with all such changes throughout the Term of this Agreement.

D. Concessionaire understands and agrees that fines and/or penalties may be assessed by the FAA or the TSA for Concessionaire's noncompliance with the Provisions of TSA regulation 1542 as amended or other applicable laws or regulations. Concessionaire shall promptly reimburse the City, within thirty (30) days of the City's request, for any fines or penalties paid by the City due to Concessionaire's noncompliance with said laws or regulations.

E. Concessionaire shall require its employees (except managerial and supervisory employees) to wear appropriate uniforms and company-issued name tags so they may be identified by the public and indicates the fact and nature of their employment. Uniforms will be clean, neat, and worn according to company standards during the entire time the employee is on Airport property.

F. Concessionaire shall employ only properly trained, efficient, pleasant, neat, clean and courteous personnel, each of whom shall be proficient in the duties to be performed in the operation of this Concession.

G. Concessionaire shall ensure staff and cashiers demonstrate customer service and product knowledge by presenting a pleasant greeting and smile upon customer's arrival, having excellent product knowledge and providing prompt service.

H. Concessionaire shall ensure staff and cashiers cease any personal conversations and promptly assist the customer, and shall practice "customer comes first."

I. Concessionaire shall ensure staff shall be knowledgeable about and adhere to customer service policies for redemption of gift certificate and/or airline vouchers.

J. All employees shall act in a courteous and helpful manner at all times with customers and fellow employees. Employees are expected to behave in businesslike and professional manner at all times while in uniform and on Airport property.

K. Employees shall provide a friendly and professional greeting to customers whenever and wherever contact is made; employees shall display a positive attitude toward passengers and fellow employees; English shall be spoken by staff, except when necessary to accommodate customer; the use of foul or inappropriate language in public areas at any time is prohibited; employees shall smile and use a pleasant tone of voice when conversing with the customers; employees shall be actively working while on duty and refrain from gathering and "chatting" in

groups while on duty, unless necessary; employees shall refrain from the use of cell phones while on duty; employees shall not nap or sleep in public areas while in uniform; and employees shall be attentive to customers.

L. Employees are not permitted to utilize public seating, boarding areas, gate areas and/or lounge areas with the Terminal and Concourses. The above areas are intended for use by the traveling public and not as rest or lounge facilities for employees.

M. Concessionaire shall provide proper training of all employees including on-going customer service training and for the certification and/or licensing of employees in all areas of service as their duties might legally require. The Concessionaire shall participate in the Airport's customer service program.

N. Concessionaire acknowledges only direct support vehicles and/or equipment will be allowed on the AOA. Qualifying, direct support vehicles and/or equipment must be approved by the Airport Police Department and all drivers must attend Airport-sponsored driver training prior to driving on the AOA, and attend any recurrent driver training required by the Airport.

O. Concessionaire agrees that it will be responsible for ensuring that its employees abide by all applicable federal, state, City, and local laws, rules and regulations including, without limitation, the Airport's Rules and Regulations, the Airport's Security Plan and all applicable FAA, TSA, & City security rules, regulations, plans orders, directives, requirements, and procedures.

P. Concessionaire shall prohibit and restrain its agents, servants and employees from loud, noisy, boisterous or otherwise objectionable behavior. Upon objection from the Director concerning the conduct or appearance of any such persons, Concessionaire shall immediately take all steps necessary to remove the cause of the objection.

Q. Employee parking shall be at *the sole cost and expense* of the Concessionaire.

R. The Airport is a smoke-free facility. Smoking is permitted only in designated smoking areas.

S. Concessionaire shall provide staff in adequate numbers to provide a high level of service. **Concessionaire's staff must be employees of the Concessionaire, not independent contractors or agents working on a commission basis**.

T. Concessionaire personnel, who may drive the Concessionaire's vehicles with passengers on board, shall be duly licensed as required by the States of Missouri and Illinois (as appropriate) for public passenger service.

U. Concessionaire understands and agrees that fines and/or penalties may be assessed by the Federal Aviation Administration for Concessionaires noncompliance with the Provisions of 14 CFR 107 (1988) or other applicable law or regulation and shall promptly reimburse the City within ten (10) days of the City's written request for any such fines and/or penalties paid by the City.

SECTION 606. KNOWLEDGE OF AIRPORT. Employees of Concessionaire are expected to be able to assist Airport users with way-finding within the Airport. Concessionaire shall ensure that each of its

employees (i) have information regarding the locations of other concessions, restrooms, elevators, airlines, gates, information desks and other facilities within the Airport and provide such information upon request, with courtesy and accuracy, and (ii) have a list of emergency and other important telephone numbers as well as other means through which such employees can respond to customers' requests for information.

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

SECTION 608. Vehicles.

A. Concessionaire shall provide an adequate number of vehicles to meet the service requirements outlined in Section 601. **ALL** Vehicles **must** be vans, mini-buses, or other Vehicles capable of transporting a minimum of seven (7) passengers along with a driver and reasonable space for luggage and which meet the size and weight (including axle weight) restrictions of the Airport's Ground Transportation Rules and Regulations, as may be amended from time to time. Sufficient back-up Vehicles must be available on call at all times to maintain uninterrupted service.
B. No vehicle older than ninety-six (96) months shall be entered into service under this Agreement and no vehicle shall be retained in service if older than one hundred twenty (120) months old. Vehicle age will be calculated from the first day of January of the vehicle's model year.
C. A sufficient number of ADA compliant vehicles must be available at all times to meet the standards for equivalent service set forth in Section 37.105 of 49 CFR Part 37, or other reasonable and compliant ADA processes must be put in place. Accessibility specifications for transportation vehicles are provided in 49 CFR Part 38.
D. Each vehicle used by Concessionaire shall be identified in a manner acceptable to the Director. Such identification shall include, but not limited to, a dashboard placard or other signage acceptable to Director with the name of the Concessionaire.
E. All vehicles used by Concessionaire for transportation of passengers under this Agreement shall be equipped with equipment capable of sending and receiving messages to and from Concessionaire's reservation / communication center from any point on the routes and areas served by the Concessionaire.
F. Concessionaire must have additional vehicles, including motor coaches, available in Concessionaire's fleet or available on short notice from others to meet the needs of large groups arriving at the Airport to attend events in the St. Louis Metropolitan Area. **Motor coach operations must be conducted from the Charter Bus area at both terminals and Concessionaire must comply with applicable portion of the Airport's Ground Transportation Rules and Regulations pertaining to the operation of Charter Buses.**
G. Concessionaire shall at all times keep its motor vehicles and other equipment used in the performance of this Agreement in a first class operable state of repair, including the heating and air conditioning equipment, and clean and neat in appearance. Vehicles shall not be operated unless in a first class condition, free from defect or damage to interior, exterior, equipment, mechanisms or structure.

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

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

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

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

SECTION 613. Customer Complaints. Concessionaire will establish procedures for handling customer complaints, including making available customer complaint forms at every ticket counter and in every vehicle operated by the Concessionaire. Concessionaire will respond promptly to every complaint (written or oral) within seven (7) calendar days in writing to the complainant and make a good faith attempt to explain, resolve, or rectify' the cause of the complaint. Concessionaire will provide the Director a copy of each such complaint and its written response thereto. Concessionaire will also provide the Director a monthly summary of complaints received together with the resolution/disposition of the complaints.

SECTION 614. Reservations/Communications Center. Concessionaire will establish at its own expense, a reservation/vehicle dispatch center to respond to requests from customers for ground transportation information, make reservations for such service, and dispatch/control Concessionaire's vehicle operations.

SECTION 615. Operation.

A. Concessionaire shall be responsible for all aspects of the management and operation of this concession. Further, Concessionaire will provide and is responsible for all employees and necessary components of the operation, including vehicles, equipment and supplies.
B. City shall not be responsible for any material, equipment or supplies used, maintained or stored at or on the Premises, nor will it be responsible for damage or loss to such material, equipment or supplies resulting from flood, fire, explosion, vandalism, theft, casualty, loss, or act of God, and/or or other causes outside the control and responsibility of City.

SECTION 616. Communication.

A. Concessionaire's local manager shall schedule quarterly or monthly meetings with the appropriate representative of the Airport Properties Department to discuss any relevant issues, which may affect Concessionaire's operation at the Airport. Concessionaire shall also be available for meetings at other times as necessary.
B. Concessionaire shall be responsible for noticing the Airport Properties Department of any problem, which reduces service levels, or in any way impairs Concessionaire's operation. The Airport will make every reasonable effort to assist in eliminating such problems.

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

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

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

SECTION 617. PROMOTION. Concessionaire warrants, covenants and agrees that it will take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it hereunder. Concessionaire shall not divert or cause or allow any business to be diverted from the Airport by referral or any other method. Any action taken by Concessionaire to diminish the transactions of Concessionaire under this Agreement will constitute a material breach hereof and cause for the termination of this Agreement by the City.

SECTION 618. DELIVERIES. Concessionaire shall monitor the movement of deliveries to avoid conflict with other functions and Airport users and shall coordinate its use of the receiving dock with other users. All deliveries are the responsibility of Concessionaire and not the City.

ARTICLE VII

IMPROVEMENTS AND ALTERATIONS

SECTION 701. Construction by Concessionaire.

A. The parties acknowledge that the Concessionaire is currently operating in the Premises and takes the Premises "**AS IS**" as provided for in Article II, Section 201 hereof, and agrees if necessary, at Concessionaire's sole cost and expense, to design, erect, construct, install, replace, refurbish, equip and furnish all necessary New Improvements, Removable Fixtures, equipment, fixtures, and make related facility changes as needed to operate a Shared Ride Shuttle, pursuant to this Agreement, subject to the Provisions of this Agreement.

B. Concessionaire agrees that any construction work will be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director.

C. Concessionaire shall submit a signed Tenant Construction or Alteration Application (**TCA**) including complete construction drawings and specifications, as required by Section 702, to the Airport Properties Division.

D. Concessionaire shall submit a St. Louis County building permit number not more than thirty (30) days following approval of the TCA by the Airport Properties Division.

E. Concessionaire shall submit the contractors' liability insurance certificates, Performance Bonds, and Payment Bonds, required by Sections 703 and 704, to the Airport Properties Division not more than 45 days following the TCA approval by the Airport Properties Division prior to commencement of work.

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

G. Concessionaire shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit to the Airport Properties Division, as required by Section 706, prior to occupancy of premises.

H. Concessionaire shall complete all construction and open all Premises fully fixtures and operational no later than 180 days after full execution of the Agreement by the City, subject to the provisions of Article XIII.

I. Failure to open and operate in accordance with this Section 701 will result in Concessionaire being assessed liquidated damages in the amount of Five Hundred Dollars ($500) per day for each day beyond the 180 days after full execution by the City.

In the event Concessionaire encounters material believed to be asbestos or polychlorinatedbiphenyl (**PCB**) which has not been rendered harmless, or specifically identified with method of removal, handling or protection, Concessionaire must immediately stop work in the affected area and report the condition to the Director in writing. The work in the affected area will not thereafter be resumed except by written agreement of the Director and Concessionaire if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area will be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the Director and Concessionaire. Concessionaire is not required to perform, without their consent, any work related to asbestos or PCB.

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

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

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

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

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

SECTION 707. Signs.

A. Concessionaire shall not, without the prior written approval of the Director erect, maintain or display any signs on the Premises. The term "**sign**" as used herein, means advertising signs, billboards, banners, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Concessionaire has the right to install such identification signs as may be necessary for the proper conduct of Shared Ride Shuttle services as contemplated hereunder. Concessionaire shall comply with all rules promulgated by the Director regarding the placement of signs and advertising in the Premises.

B. Concessionaire is responsible for the cost of any modifications to the Airport directories and other signs. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 708.

C. Prior to the erection, construction or placing of any sign, Concessionaire shall submit to the Director for approval, drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing will become conditions of the Agreement.

D. Concessionaire shall not obstruct its counter space with advertising matter, displays or other literature not directly pertaining to its Shared Ride Shuttle services. Concessionaire will not place any signs outside of the Premises.

E. The Director reserves the right to require the removal of any signs or advertising in, on, or within the Premises deemed unacceptable or improper and the Director's decision is final and binding.

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

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

The City reserves the right, and Concessionaire agrees that the Director may require Concessionaire to promptly and timely remove any or all Removable Fixtures and restore the Premises to an acceptable condition as approved by the Director. Concessionaire agrees to bear all costs of such removals and restorations (see Section 402 entitled "Surrender of Possession"). If after fifteen (15) days following the expiration or early termination of this Agreement, Concessionaire fails to remove its Removable Fixtures from the Premises, the Removable Fixtures may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Concessionaire, the City may: (i) remove and store all or any portion of the Removable Fixtures at Concessionaire's expense, or (ii) take title to, use, sell or otherwise dispose of all or any portion of the Removable Fixtures. If the City takes title to any Removable fixtures or otherwise disposes of the property, the City will be entitled to all proceeds of sale of any Removable Fixtures as liquidated damages for the Concessionaire's breach of its covenant to timely remove its Removable Fixtures.

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ARTICLE VIII
USE OF PREMISES

SECTION 801. Compliance with Laws and Regulations. Concessionaire shall comply with all applicable Rules and Regulations, the Airport Certification Manual, Airport Security Plans and procedures, and operating directives, environmental plans or program, promulgated or established by the Airport Authority, the Airport Commission , the Director, or the City, as they may be amended form time to time. In addition, Concessionaire shall comply with all statutes, laws, ordinances, orders, judgments, decrees, permits, regulations, environmental plans and programs, Environmental Permits, Environmental Laws, directions and requirements of all federal, state, City, local and other governmental authorities, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways.

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

A. The structural components of the building.

B. The utility system to, and within, the Premises, except where the utility systems are owned or controlled by the utility companies.

C. The washing of the exterior of windows in the terminal building.

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

A. Perform custodial services daily.

B. Perform all needed maintenance and repair of the equipment and fixtures provided by Concessionaire, including all Removable Fixtures, as well as New Improvements.

C. Keep Premises free from all fire and other hazards to persons and property, furnish, and maintain adequate portable fire protection equipment.

D. Repair all damage to the Premises and the Airport when such damage results from the careless or negligent acts of Concessionaire or Concessionaire's employees, contractors or agents.

E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid). Concessionaire may not dispose of any such items in the public areas. This may require the use of special devices including, but not limited to, special containers, compactors and disposal systems. Concessionaire agrees to promptly provide and install same at its costs and to abide by these requirements. Concessionaire will inform the Airport Properties Division of its methods of handling and disposal of trash, garbage and refuse.

F. Confine all handling and holding of Concessionaire's property to the Premises.

G. Keep all papers and debris picked up daily from the Premises.

H. Keep Premises free of all pests and provide pest control services as needed.

I. No storage will be permitted on the exterior areas of the Premises. If the City provides or designates a service for picking up refuse and garbage, Concessionaire will be required to use said service.

J. If the City establishes a recycling program, the Concessionaire will fully participate in said recycling program. Concessionaire must comply with all applicable City, county, state and federal regulations regarding recycling.

K. Concessionaire shall break down or cause to break down all cardboard boxes prior to their disposal.

L. Provide waste receptacles inside the Premises for customer and passenger use.

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

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

A. To inspect such premises to determine whether Concessionaire has complied and is complying with the terms and conditions of this Agreement.

B. To perform maintenance and make repairs in any case where Concessionaire is obligated, but has failed to do so, after City has given Concessionaire notice so to do, in which event Concessionaire shall reimburse City for the cost thereof plus a charge of 15% for overhead within thirty (30) days of the City's written request.

C. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

D. To perform, inspections, testing, reporting, surveys, environmental inspections and remediation studies and assessments.

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

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ARTICLE IX

INSURANCE, DAMAGE, & INDEMNIFICATION

SECTION 901. INSURANCE.

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

B. Risks and Minimum Limits of Coverage. Concessionaire shall procure and maintain the following policies of insurance:

1. Commercial General Liability in an amount not less than five million dollars ($5,000,000.00), per occurrence and in aggregate.

2. Automobile Liability Insurance in an amount not less than three million dollars ($3,000,000.00) combined single limit per occurrence (for automobiles used by Concessionaire in the course of its performance hereunder, including Concessionaire's non-owned and hired autos). In addition, Concessionaire shall carry excess coverage in the amount of seven million dollars ($7,000,000.00), to Concessionaire automobile liability insurance.

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

4. Contents Insurance. Concessionaire shall be solely responsible for obtaining insurance policies that provide coverage for losses of Concessionaire owned property including, without limitation, Concessionaire's personal property and Removable Fixtures. The City shall not be required to provide such insurance coverage or be responsible for payment of Concessionaire's cost for such insurance.

5. Builders Risk Insurance. During any period of construction or reconstruction for which Concessionaire contracts, Concessionaire shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's equipment and personal property). Concessionaire may elect to self-insure for individual projects with a total cost of fifty thousand dollars ($50,000.00) or less.

6. Other Property Coverage. Concessionaire shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by form and which covers Concessionaire's improvements to the Premises including, without limitation, New Improvement, Removable Fixtures, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Concessionaire's Removable Fixtures and personal property).

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

1. Form of Policies. The insurance may be in one or more policies of insurance.

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

3. Insured Parties. Each policy by endorsement, except those for Workers' Compensation 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 Concessionaire's indemnification obligations hereunder. Inclusion as an "additional insured" is not intended to and shall not, make the City a partner or joint venturer with Concessionaire in its operations.

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

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

4. Deductibles. Concessionaire shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Concessionaire's rights or increase Concessionaire's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 904 hereof.

5. Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or non-renewed unless a thirty (30) day advance notice is given in writing to the City by the insurance company, or authorized representative of Concessionaire.

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

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

8. Liability for Premium. Concessionaire shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Concessionaire fails to obtain the insurance as required herein or make premium payments, the City may, without further notification, effect such insurance or make such payments on Concessionaire's behalf and, after notice to Concessionaire, the City may recover the cost of those

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payments with the installment of Fees and Charges next due, plus fifteen percent (15%) administrative charge, from Concessionaire.

9. Proof of Insurance. Within thirty (30) days of the effective date of this Agreement and at any time during the term hereof, Concessionaire shall furnish the City with certificates of insurance. At least fifteen (15) days prior to the expiration of any such policy, Concessionaire shall submit to the City a certificate showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Concessionaire shall, within fifteen (15) days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Concessionaire, the City shall have the right to examine Concessionaire's insurance policies.

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

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

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

SECTION 903. DAMAGE TO PREMISES.

A. Minor Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenantable 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 untenantable 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 Concessionaire's use.

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 untenantable 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 untenantable 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 Concessionaire's use. The City shall use reasonable efforts to provide alternate facilities to continue Concessionaire'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 Concessionaire's rental costs shall not increase as a result of any such alternate facilities unless Concessionaire requests additional space and/or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.

C. Total Damage.

1. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Concessionaire as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct 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 Concessionaire.

2. If the City elects to reconstruct or replace affected Premises, the City shall use reasonable efforts to provide alternate facilities to continue Concessionaire'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 six (6) months after the date of such damage or destruction, Concessionaire shall have the right, upon giving the City thirty (30) days advance notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Premises, unless such damaged or destroyed premises prevent Concessionaire from operating its Shared Ride Shuttle Concession at the Airport. In the event certain Premises are deleted from the Agreement, the Percentage Fee and any other rental payments will NOT be proportionally reduced or adjusted, based upon the percentage of Gross Receipts of the deleted Premises compared to total Gross Receipts generated throughout the Airport during the prior twelve (12) month period, to reflect the loss of the Premises.

3. If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Concessionaire on ways to permanently provide Concessionaire with adequate replacement space for affected Premises. Concessionaire shall have the right, upon giving the

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City thirty (30) days advance notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Premises, unless the loss of such premises prevents Concessionaire from operating its Shared Ride Shuttle Concession at the Airport. In the event certain Premises are deleted from the Agreement, the Percentage Fee will NOT be proportionally reduced or adjusted, based upon the percentage of Gross Receipts of the deleted Premises compared to total Gross Receipt generated throughout the Airport during the prior twelve (12) month period, to reflect the loss of the Premises.

D. Scope of Restoration of Premises.

1. The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section shall in any event be limited to using due diligence and reasonable efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Sections 903 A-C. If the City elects to repair, reconstruct, or replace affected Premises as provided in this Section, then Concessionaire shall proceed with due diligence and at its sole cost and expense to repair, install, reconstruct, or replace its signs, fixtures, equipment, furnishings, Removable Fixtures, New Improvements, and other items provided, constructed, or installed by Concessionaire in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

2. In lieu of the City's repair, reconstruction, or replacement of the affected Premises, as provided in this section, if Concessionaire requests to perform said function with respect to damage under Sections 903 A and B, the City may, in its sole discretion, allow Concessionaire to do so. Any such work by Concessionaire must be done in accordance with the requirements of Article VII. The City shall reimburse Concessionaire for the cost of such authorized work performed by Concessionaire as agreed to in writing by the City and the Concessionaire. Concessionaire shall be considered to be doing such work on its own behalf and not as a Concessionaire or contractor of the City.

E. Damage From Concessionaire Negligence. Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Concessionaire, 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, Concessionaire 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, Concessionaire shall promptly pay the amount of such additional costs to the City.

SECTION 904. Indemnification.

A. Concessionaire shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "**Indemnified Parties**") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from

any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with this Agreement, the conduct of the Concessionaire or Concessionaire's use of the Premises or other areas or facilities at the Airport by Concessionaire, its agents, officers, employees, contractors, independent contractors, subcontractors, licensees, invitees, and sublessees, including, but not limited to:

i. the acts or omissions of Concessionaire, its agents, officers, employees, contractors, independent contractors, subcontractors, licensees, invitees, sublessees, or suppliers;

ii. Concessionaire's use or occupancy of the Airport including the Premises; and

iii. any violation by Concessionaire in the conduct of Concessionaire's Shared Ride Shuttle or its use of its Premises or other areas or facilities at the Airport of any Provision of this Agreement.

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

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

C. Concessionaire shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Concessionaire, its agents, employees, contractors, or suppliers, in conjunction with Concessionaire's use or occupancy of the Premises or its operations at the Airport. Concessionaire will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Concessionaire shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Concessionaire may enter into related to its activities at the Airport, and any such sublease, contract or other agreement must specifically provide that the City is a third-party beneficiary of this and related Provisions. This provision does not constitute a waiver of any

other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

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

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

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

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

H. The duty to defend, indemnify, hold harmless, and reimburse applies to any claim, demands, or suits made against the City for which Concessionaire is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Concessionaire herein agrees to indemnify and hold the City harmless, the City shall promptly notify Concessionaire of such claim and, if Concessionaire does not settle or compromise such claim, then Concessionaire shall undertake the legal defense of such claim both on behalf of Concessionaire and on behalf of the City, at Concessionaire's expense; provided, however, that Concessionaire shall immediately notify City if a conflict between the interests of Concessionaire and City arises during the course of such representation. Concessionaire shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder.

The Provisions of this Section survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Concessionaire in accordance with this Section. Any

final judgment rendered against the City for any cause for which Concessionaire is liable hereunder is conclusive against Concessionaire as to amount upon the expiration of the time for appeal there from. Nothing in this Article is 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 does not in any way waive any of the City's sovereign or other immunity.

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

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

K. This Section survives the expiration or early termination of this Agreement. Concessionaire understands and agrees that any insurance protection furnished by Concessionaire pursuant to Section 901 in no way limits Concessionaire's responsibility to indemnify and hold harmless the City under the Provisions of this Agreement.

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

A. Any acts or omissions of Concessionaire, its officers, directors, employees, agents, contractors, independent contractors, licensees, sublessees, invitees, or suppliers, or for any conditions resulting from the operations or activities of Concessionaire's directors, officers, employees, agents, contractors, independent contractors, licensees, invitees, sublessees, or suppliers;

B. Concessionaire's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

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

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

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ARTICLE X

ASSIGNMENT AND SUBCONTRACTING

SECTION 1001. Assignment and Subcontracting.

A. Concessionaire shall not assign or transfer this Agreement.

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

B. Concessionaire shall not sublet the Premises without the express written consent of the City. At least sixty (60) days prior to any contemplated subletting of the Premises or subcontracting of this Agreement, Concessionaire must submit a written request to the Director. This request must include a copy of the proposed subcontract or sublease. Any sublease for space or subcontract or granting of rights acquired hereunder will be subject to the review and written approval of the Director. Such applicable sublease or subcontract, however, must require at a minimum: (i) strict compliance with all Provisions of this Agreement; (ii) a provision that the sublessee or subcontractor will use the facilities solely for the purposes identified in this Agreement; and (iii) a provision ensuring that all concession services are available during the hours of operation required in Section 602 of this Agreement. The parties understand and agree that Concessionaire is responsible for the performance of its assignees, sublessees and subcontractors under this Agreement. Concessionaire agrees to initiate and take all corrective action should a subcontractor or sublessee fail to comply with its contract with the Concessionaire or any Provision of this Agreement. There will be no reduction of any fees or payments payable to the City under this Agreement during any such period of change-out or vacancy of a subcontractor or sublessee.

C. No subcontract, sublease or other agreement will be effective as it pertains to the City until such time as the City receives a fully executed copy of its approved, subcontract, sublease or agreement as provided for above. Any such assignment, transfer, or subcontract of services or the subletting of the Premises without the consent of the City, as provided for above, will constitute a default on the part of Concessionaire under this Agreement, and the City may terminate this Agreement as provided for in Section 1103. No action or failure to act on the part of any officer, agent or employee of the City will constitute a waiver by the City of this provision.

ARTICLE XI

TERMINATION OF AGREEMENT IN ENTIRETY

SECTION 1101. City's Right to Terminate. The City, acting by and through its Director, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof, upon the

happening of any one or more of the following events. By example, but not by way of limitation, the following acts or omissions constitute a material breach thereby justifying the termination of this Agreement in its entirety.

A. If the fees, charges, or other money payments which Concessionaire herein agrees to pay, or any part thereof, are unpaid after the date the same become due.

B. If, during the term of this Agreement Concessionaire :

1. Applies for, or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
2. Files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they come due;
3. Makes a general assignment for the benefit of creditors;
4. Files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
5. Files an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the term of this Agreement, an order, judgment or decree is entered by any court of competent jurisdiction; or the application of a creditor, adjudicating Concessionaire as bankrupt or insolvent; or approving a petition seeking a reorganization of Concessionaire, and such order, judgment or decree, continues unstayed and in effect for any period of ninety (90) consecutive days;
6. Fails to maintain the quality of services and prices to the satisfaction of the Director as required hereunder;
7. Fails to prevent cessation or deterioration of service for a period which, in the opinion of the Director, materially and adversely affects the overall performance of Concessionaire under this Agreement;
8. Allows a lien to be filed against Concessionaire or any of the equipment or furnishings therein because of or resulting from any act or omission of Concessionaire that is not removed or enjoined within thirty (30) days;
9. Deserts, vacates or discontinues all or a portion of its operation of the Premises that in the opinion of the Director results in a failure to provide the public and others the service contemplated hereunder;
10. Fails in the performance of any Provision herein required to be performed by Concessionaire.

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

Failure of the City to take any authorized action upon default of any term, covenant or condition required to be performed, kept and observed by Concessionaire will not be construed to be or act as a waiver of default or in any subsequent default of any term, covenant or condition herein contained to be performed, kept and observed by Concessionaire. The acceptance of monies by the City from Concessionaire for any period or periods after a default by Concessionaire of any term, covenant or condition herein required to be performed, kept and observed by Concessionaire will not be deemed a waiver of any right on the part of the City

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to terminate this Agreement for failure by Concessionaire to so perform, keep or observe any said Provisions.

SECTION 1102. Concessionaire's Right to Terminate. Concessionaire, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1103 hereof for the following causes:

A. If a court of competent jurisdiction issues an injunction or restraining order against the City preventing or restraining the use of the Airport for Airport purposes in its entirety or in substantial entirety.

B. If the City has abandoned the Airport for a period of at least ninety (90) days and has failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of planes by scheduled air carriers.

C. If the City has failed in the performance of any specific covenant constituting a material breach within the control of the City and required by this Agreement to be performed by the City.

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

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

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ARTICLE XII

AIRPORT CONCESSIONAIRE DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PARTICIPATION

A. Concessionaire agrees as a condition hereunder to meet a minimum ACDBE participation goal of not less than **Nine and 64/100 Percent (9.64%)** participation in the ownership, management, and control of the business by the methods of participation allowed by DOT 49 CFR Part 23. The goal will be measured as a percentage based on the Gross Receipts. The goal remains in effect throughout the Term of the Agreement and credit toward the ACDBE goal will only be given for the use of Missouri Regional Certification Committee ("**MRCC**") certified ACDBEs.

B. If Good Faith Efforts resulted in the fulfillment of the ACDBE goal, Concessionaire will not be

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

C. If Good Faith Efforts did not result in fulfillment of the ACDBE goal, Concessionaire must again complete the Good Faith Efforts procedure specified in the applicable federal regulations for the type of participation sought within three (3) months following commencement of the Term of this Agreement and continue at intervals of not less than twelve (12) months, or until the ACDBE goal is reached by Concessionaire.

D. In the event that any ACDBE Sublessee defaults, Concessionaire agrees to immediately take steps to obtain a replacement certified ACDBE through Good Faith Efforts. Notwithstanding, if ACDBE goes over the Personal Net Worth limitation, their participation will still count until the end of the lease term as per FAA/DOT regulations. It is the intent of City to have a certified ACDBE Sublessee replace any ACDBE Sublessee that has defaulted. Replacement ACDBE's must be approved in writing by the Director. If a replacement ACDBE cannot be located, Concessionaire must make good faith efforts to sublease other rights of Concessionaire to secure ACDBE participation. The Director will determine if Concessionaire has made acceptable Good Faith Efforts. Concessionaire must immediately operate in lieu of an ACDBE that has failed to perform due to default of its sublease until such time as a replacement ACDBE sublessee begins operation. The loss of an ACDBE does not relieve Concessionaire of its obligation to maintain the minimum participation goal. The Airport DBE Office will provide Concessionaire assistance in locating ready, willing, able ACDBE firms.

E. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 CFR Part 23. Concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, creed, color, religion, sex, national origin or ancestry in connection with the award or performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract that it enters and cause those businesses to similarly include the statements in further agreements.

F. Concessionaire shall operate its Concession in compliance with all other requirements imposed by or pursuant to 49 CFR Part 23, as applicable, and as said regulations may be amended or new regulations promulgated. Concessionaire shall also comply with any City of St. Louis executive orders, resolutions or ordinances enacted, now or in the future, to implement the foregoing federal regulations, as applicable. In the event of breach of any of the above covenants, the City shall have the right to terminate this Agreement and/or seek other remedies at law and/or inequity.

G. The City will use the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23. The City has available several remedies to enforce the ACDBE requirements contained in its contracts, including but not limited to breach of contract action, pursuant to the terms of the contract. In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE program, including, but not limited to the

remedies of 49 CFR Part 23, Section 23.11. The City will implement the following additional monitoring and compliance procedures. Operators or contractors will be required to submit quarterly gross receipts earned by ACDBEs. Operators or contractors will be required to submit, for review and approval, a written notification of any material change in the duties, functions and responsibilities of ACDBEs prior to implementing the change. Operators or contractors will be required to list the specific duties, functions and responsibilities that ACDBEs will perform.

H. The City will perform periodic reviews, including site visits, each year to confirm ACDBEs are performing listed duties, functions and responsibilities. The City will request from Operator any expenditures made with ACDBEs in performing services and supplying goods. Those expenditures will be reported quarterly to the City. The City will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR Part 26, Section 26.107. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. The City shall have all remedies available to the City at law or in equity in the event of non-compliance with the ACDBE regulations herein, including but not limited to breach of contract action, pursuant to the term of the contract.

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ARTICLE XIII
LIQUIDATED DAMAGES

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

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

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

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ARTICLE XV
COMPLIANCE WITH ENVIRONMENTAL LAWS

SECTION 1401. COMPLIANCE WITH ENVIRONMENTAL LAWS. Concessionaire warrants and covenants that in conducting any activities or business on Airport property, including any activities directly related or incidental to its use and occupancy of Premises, Concessionaire shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws.

Concessionaire further covenants and warrants as follows:

A. Environmental Permits.

1. Concessionaire shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Concessionaire engages on the Premises.

2. Concessionaire shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Concessionaire or Concessionaire's activities on the Premises, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws;

provided however, that the City shall adequately notify Concessionaire of such Environmental Permit and associated requirements, including all applicable deadlines for compliances.

3. The City and Concessionaire shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to ensure safety and to minimize cost of compliance.

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

C. Environmental Remediation. Concessionaire shall promptly and timely undertake all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct, or presence of Concessionaire of its agents, employees, contractors, independent contractors, sublessees, invitees, licenses, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work must be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws or Environmental Permits. Such Remediation Work shall be performed at the Concessionaire's expense. Except in the event of an emergency, such Remediation Work shall be performed after Concessionaire, taking into consideration the circumstances, timely and promptly submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through notice; provided, however, that the City's approval will not be unreasonably withheld or delayed (see Section 403 entitled "Surrender Of Possession"). The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls, including environmental covenants, or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits and prior to recording any instrument on the land title. Specific cleanup levels for any Remediation Work by Concessionaire will be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws and Environmental Permits or for establishing cleanup levels.

Concessionaire agrees that neither Remediation Work or an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, will either unreasonably or materially impair or interfere with the City's current or future use and enjoyment of its property including the Premises, or that of current and future tenants. The City has the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

D. Access for Environmental Inspection. Upon reasonable notification to Concessionaire, the City is entitled to reasonable access to the Premises to inspect the same in order to confirm that Concessionaire is using the Premises in accordance with this Section 1401. Concessionaire shall cooperate fully with any such inspections provided that such inspections do not unreasonably interfere with Concessionaire's operations. If the City's inspection results in any type of written report, the City shall provide Concessionaire a reasonable opportunity to timely review and comment on a draft of the report. Concessionaire shall provide to the City for its review and comment copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; non-privileged draft official submittals (proposed final drafts) prepared by, or on behalf of, Concessionaire responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or finals, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with the Subsection to the extent consistent with the City's legal obligations.

E. Corrective Action by City. If Concessionaire fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Concessionaire fails to conduct necessary Remediation Work in a timely manner as required under the Provisions of this Agreement, the City, as may be necessary or required by applicable Environmental Laws, Environmental Permits, or Rules or Regulations, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants and insure such compliance with such Environmental Laws, Environmental Permits, or Rules or Regulations. All Remediation Costs incurred by the City must be timely paid or reimbursed by Concessionaire within thirty (30) calendar days of the City's written notice. Subsequent to receipt of the City's notice to perform the Remediation Work, the Concessionaire must not undertake performance of such Remediation Work without the specific prior authorization from the City, Remediation Work, if necessary, must be performed in accordance with the Provisions of Section 1401.C, but only after first having provided notice to Concessionaire of such failure to comply, and thirty (30) days within which Concessionaire may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Concessionaire's compliance reasonably requires more than thirty (30) calendar days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon the Concessionaire's failing to timely begin curing such noncompliance within such thirty (30) day period and to continue diligently working to achieve compliance thereafter.

F. Review of Environmental Documents. At the reasonable request of the City, Concessionaire shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Concessionaire has prepared pursuant to any applicable Environmental

Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertains to the Airport or the Premises, and which would be discoverable in litigation.

G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided for in this Article XIV shall survive the expiration or early termination of this Agreement.

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

H. Environmental Covenants. So long as they do not materially impact Concessionaire's day-to-day operations at the Premises, Concessionaire will not object to and, if requested by the City, will subordinate any rights it has under this Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Premises or the Airport; (ii) limits the use of the Premises to nonresidential uses; (iii) reasonably restricts access to soil underlying the Premises or the Airport and/or (iv) any other restrictions required by the City to address the presence of Hazardous Materials at the Premises regardless of when such Hazardous Materials became present at the Premises

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ARTICLE XV
MISCELLANEOUS PROVISIONS

SECTION 1501. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to:

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

With a copy to:

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

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

Mr. Eyasu Asfaw
1409 Washington Avenue, #202
St. Louis, MO 63103

Either or both parties may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices.

The effective date of service of any such notice shall be the date such notice is mailed to Concessionaire or said Director.

SECTION 1502. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

A. Concessionaire hereto understands and agrees that City in operation and use of Lambert-St. Louis International Airport® will not on the grounds of race, creed, color, religion, sex, age, national origin, ancestry or disability, discriminate or Agreement discrimination against any person or group of persons in a manner prohibited by 49 C.F.R. Part 21. Concessionaire agrees that in performing under this Agreement, neither it nor its personal representatives, successors in interest, and assigns, and anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry or disability. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

B. Concessionaire agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry, or disability. Concessionaire will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.

C. Concessionaire will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Concessionaire state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". Concessionaire shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification, or

discrimination because of race, creed, color, religion, sex, age, national origin, ancestry or disability.

D. Concessionaire agrees that should it be determined by Concessionaire or City that it will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, it will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency ("**CREA**") within ten (10) days of such determination, as to the steps to be taken by Concessionaire to achieve the provisions of it program.

E. Concessionaire will permit reasonable access by City to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

F. Concessionaire further agrees that these clauses (B through E) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Concessionaire in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.

G. Whenever Concessionaire is sued by a subcontractor, vendor, individual, group, or association as a result of non-compliance with the clauses (A through F) of these provisions relating to fair employment practices, Concessionaire shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.

H. In event of Concessionaire's noncompliance with nondiscrimination clauses of this Agreement, or to furnish information or permit its books, records and account to be inspected within twenty (20) days from date requested, this Agreement may be canceled, terminated or suspended, in whole or in part, and Concessionaire may be declared ineligible for further City contracts for a period of one (1) year by option of City, provided, further, if this Agreement is canceled, terminated or suspended for failure to comply with fair employment practices, Concessionaire shall have no claims for any damages or loss of any kind whatsoever against City.

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

J. Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, religion, age or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Concessionaire assures that it will require that its covered suborganizations provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

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K. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. Concessionaire hereby agrees that its Premises shall be posted to such effect as required by such regulation. The Concessionaire or contractor agrees that it will not discriminate against any business owner because of owner's race, creed, color, religion, national origin, ancestry, sex, age or disability in connection with the performance of any concession agreement, management contract, or subcontract, purchase or lease agreement or other agreement covered by 49 CFR 23.

L. The Concessionaire or contractor agrees to include the above statement in any subsequent concession agreement or contract covered by 49 CFR 23 that it enters into, and causes those businesses to similarly include the statement in further agreements.

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

SECTION 1503. NO PERSONAL LIABILITY. No alderman, commissioner, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any Provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this agreement shall be brought against the City and not against named individual respondents.

SECTION 1504. FORCE MAJEURE. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Concessionaire hereunder, their respective licensees, contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Concessionaire to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Concessionaire's obligations to make any payments due to the City pursuant to this Agreement. The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefore shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

SECTION 1505. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto. This provision shall not constitute a waiver of any conditions regarding the assignment or subletting contained in this Agreement. Notwithstanding any other term or provision of this Agreement, the City may assign this Agreement at its sole discretion by providing Notice to Concessionaire as described in Section 1501 herein.

SECTION 1506. QUIET ENJOYMENT. Subject to the Provisions of this Agreement, the City covenants that Concessionaire, on paying the fees and otherwise performing its covenants and other obligations hereunder, shall have quiet and peaceable use of the Premises.

SECTION 1507. OPERATIONS AND MAINTENANCE OF THE AIRPORT. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

SECTION 1508. TITLE TO THE SITE. The Premises from the date hereof until the expiration or early termination of this Agreement shall be owned in fee simple title by the City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by the City as herein provided for the full term provided in this Agreement.

SECTION 1509. AGREEMENTS WITH THE UNITED STATES OF AMERICA. This Agreement shall be subordinate to the provisions of any existing or future agreements between the City and the United States Government or governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds or the approval to impose or use Passenger Facility Charges ("**PFCs**") for the improvement or development of the Airport. Concessionaire shall not cause the City to violate any assurance made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFC's. All Provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede and Provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

SECTION 1510. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Concessionaire agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the Provisions of this Agreement, as may be reasonably required to enable the City to obtain said FAA funds, provided that in no event shall such changes substantially impair the rights of Concessionaire hereunder.

SECTION 1511. GOVERNING LAW AND FORUM SELECTION. This Agreement is made and entered into in the State of Missouri, and Missouri law shall govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Concessionaire and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 1512. HEADINGS. The headings of the Articles and Sections of this Agreement are inserted only as a matter of convenience and reference and in no way define, limit or describe the scope

or intent of any Provisions of this Agreement and shall not be construed to affect in any manner the Provisions hereof or the interpretation or construction thereof.

SECTION 1513. AMENDMENTS. Unless otherwise expressly provided herein, this Agreement may not be changed, modified, or amended except by written amendment duly executed by the parties hereto.

SECTION 1514. PREVIOUS AGREEMENTS. It is expressly understood that the Provisions of this Agreement shall in no way affect or impair the Provisions or obligations or rights of any existing or prior agreements between Concessionaire and the City.

SECTION 1515. REQUIRED APPROVALS. When the consent, approval, waiver, or certification (**"Approval"**) of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. In taking such actions, the Director shall act reasonably, and take into consideration the best interest of the City, the Airport, and travel public. The City and Concessionaire agree that extensions of time for performance may be made by the written mutual consent of the Director, on behalf of the City, and Concessionaire or its designee. Whenever the Approval of the City, or the Director, or Concessionaire is required herein, no such Approval shall be unreasonably requested, conditioned, or withheld.

SECTION 1516. WAIVERS. No Provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the Provisions of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the Provisions of this Agreement.

SECTION 1517. INVALID PROVISIONS. If any Provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such Provision 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 Provisions of this Agreement shall remain in full force and effect provided that the striking of such Provision does not materially prejudice either the City or Concessionaire in its respective rights and obligations contained in the valid Provisions of this Agreement.

SECTION 1518. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto and/or incorporated by reference herein, constitutes or embodies the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and the Concessionaire.

SECTION 1519. NOT A LEASE. This Agreement is not a lease, and the right to use the Premises is entirely dependent upon the rights and privileges expressly granted hereunder. Concessionaire will in no instance be deemed to have acquired any possessory rights against the City or the Premises or be deemed to be a tenant of the City.

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SECTION 1520. ADVERTISING. Concessionaire shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

SECTION 1521. CONFLICTS BETWEEN TENANTS. In the event of a conflict between Concessionaire, and any other tenant, licensee, sublessee or concessionaire, as to the respective rights of the others, the Director shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Concessionaire agrees to be bound by such decision. All determinations by the Director are final and binding.

SECTION 1522. PREVAILING WAGE. Concessionaire shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This section is subject to and shall be in accordance with City Ordinance No. 62124, as may be amended from time to time.

SECTION 1523. AMERICANS WITH DISABILITIES ACT ("ADA"). Concessionaire shall be responsible for compliance with the federal ADA, and any federal, state, or local laws or regulations and City Ordinances pertaining to the disabled individual having access to Concessionaire's services.

SECTION 1524. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties expressly agree that time shall be of the essence in the performance of each and every obligation and condition of this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if not time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

SECTION 1525. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the Provisions contained in this Agreement. As such, the Provisions of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

SECTION 1526. SECURITY PLAN AND FACILITIES. Concessionaire hereby acknowledges that the City is required by the TSA regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the AOA. The City has met said requirements by developing a master security plan for the Airport, and Concessionaire covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Concessionaire's exercise of the privileges granted to Concessionaire hereunder. Concessionaire will, within thirty (30) days of the City's request, reimburse the City for all fines or penalties imposed upon City by the TSA or the FAA resulting from Concessionaire's negligence or failure to act in relation to TSA regulation 1542 or any other applicable Airport security regulations.

SECTION 1527. LIVING WAGE COMPLIANCE PROVISIONS. This Agreement is subject to the St. Louis Living Wage Ordinance No. 65597 (**"Ordinance"**) and the **"Regulations"** associated therewith, as may be amended from time to time. Copies of Ordinance and Regulations may be obtained by contacting Assistant Airport Director, M/W/DBE Certification and Compliance Office, P. O. Box 10212, St. Louis, Missouri, 63145-0212 and are incorporated herein by reference. The Ordinance and Regulations require

the following compliance measures, and Concessionaire hereby warrants, represents, stipulates and agrees to comply with these measures (unless expressly exempt as provided for in the Ordinance and Regulations):

A. Minimum Compensation: Concessionaire hereby agrees to pay an initial hourly wage to each employee performing services related to this Agreement in an amount no less than the amount stated on the attached Living Wage Bulletin (**Exhibit "B"**), which is incorporated herein. The initial rate shall be adjusted each year no later than April 1, and Concessionaire hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Living Wage Bulletin at the time the Living Wage Bulletin is issued.

B. Notification: Concessionaire shall provide the Living Wage Bulletin to all employees, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees within thirty (30) days of Agreement execution for existing employees and within thirty (30) days of employment for new employees.

C. Posting: Concessionaire shall post the Living Wage Bulletin, together with a "Notice of Coverage", in English, Spanish and other languages spoken by a significant number of Concessionaire's employees, in a prominent place in a communal area of each worksite covered by the Agreement.

D. Subcontractors and Sublessees: Concessionaire hereby agrees to require Subcontractors and Sublessees, as defined in the Regulations, to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such Subcontractors and Sublessees. Concessionaire shall include these Living Wage Compliance Provisions in any contract with such Subcontractors and Sublessees.

E. Term of Compliance: Concessionaire hereby agrees to comply with these Living Wage Compliance Provisions and with the Regulations for the entire term of the Agreement, and to submit the reports required by the Regulations for each calendar year or portion thereof during which such Agreement is in effect.

F. Reporting: Concessionaire shall provide the annual reports and attachments required by the Ordinance and Regulations.

G. Penalties: Concessionaire acknowledges and agrees that failure to comply with any provision of the Ordinance and/or Regulations and/or providing false information may result in the imposition of penalties specified in the Ordinance and/or Regulations. These penalties, as provided in the Ordinance and Regulations, may include, without limitation, suspension or termination of the Agreement, disbarment, and/or the payment of liquidated damages, as provided in the Ordinance and Regulations.

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

SECTION 1528. SURVIVAL OF WARRANTIES. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

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SECTION 1529. CITY'S RIGHT AND REMEDIES ARE CUMMULATIVE. All rights and remedies of the City as provided for herein and under law are cumulative in nature.

SECTION 1530. FAA NON-DISCRIMINATION. The Concessionaire for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

B. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises;

C. no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the facilities, structures or improvements within the Premises;

D. in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,

E. the Concessionaire will use the Premises or facilities, structures, or improvements within the Premises in compliance with the Acts and Regulations; and

F. for purposes of this Section 1503, references to "Acts or Regulations" will mean or include the following statutory and regulatory cites, as may be amended from time to time:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975

and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (also see 49 CFR Part 27 and 28 CFR Parts 35 and 36);

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)."

SECTION 1531. BINDING CONTRACT; COUNTERPARTS; FACSIMILE SIGNATURES.
This Concession Agreement will become effective and binding only upon execution and delivery hereof by the City and Concessionaire. This agreement and any companion documents or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which together will constitute the document or instrument.

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

CONCESSIONAIRE BY:

Title: President / Owner

Date: 05/14/2019

ATTESTED TO BY:

Title: President ABS Store

Date: 5-15-19

FEDERAL TAX ID# 431889775

THE CITY OF ST. LOUIS, MISSOURI, OPERATING ST. LOUIS LAMBERT INTERNATIONAL AIRPORT® pursuant to City Ordinance # 71006 approved the 26th day of July, 2019:

The foregoing Agreement was approved by the Airport Commission at its meeting on the 5th day of June, 2019.

BY: 8/1/19

Commission Chairman and Date Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the 19th day of June, 2019.

BY: Stephanie M. Green 08/05/2019

Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

4/4/19

City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Darlene Green 8/27/19

Comptroller Date
City of St. Louis

ATTESTED TO BY:

4-29-2019

Register, City of St. Louis Date

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COMPTROLLER'S OFFICE
DOCUMENT # 74753

EXHIBIT "A"

PREMISES

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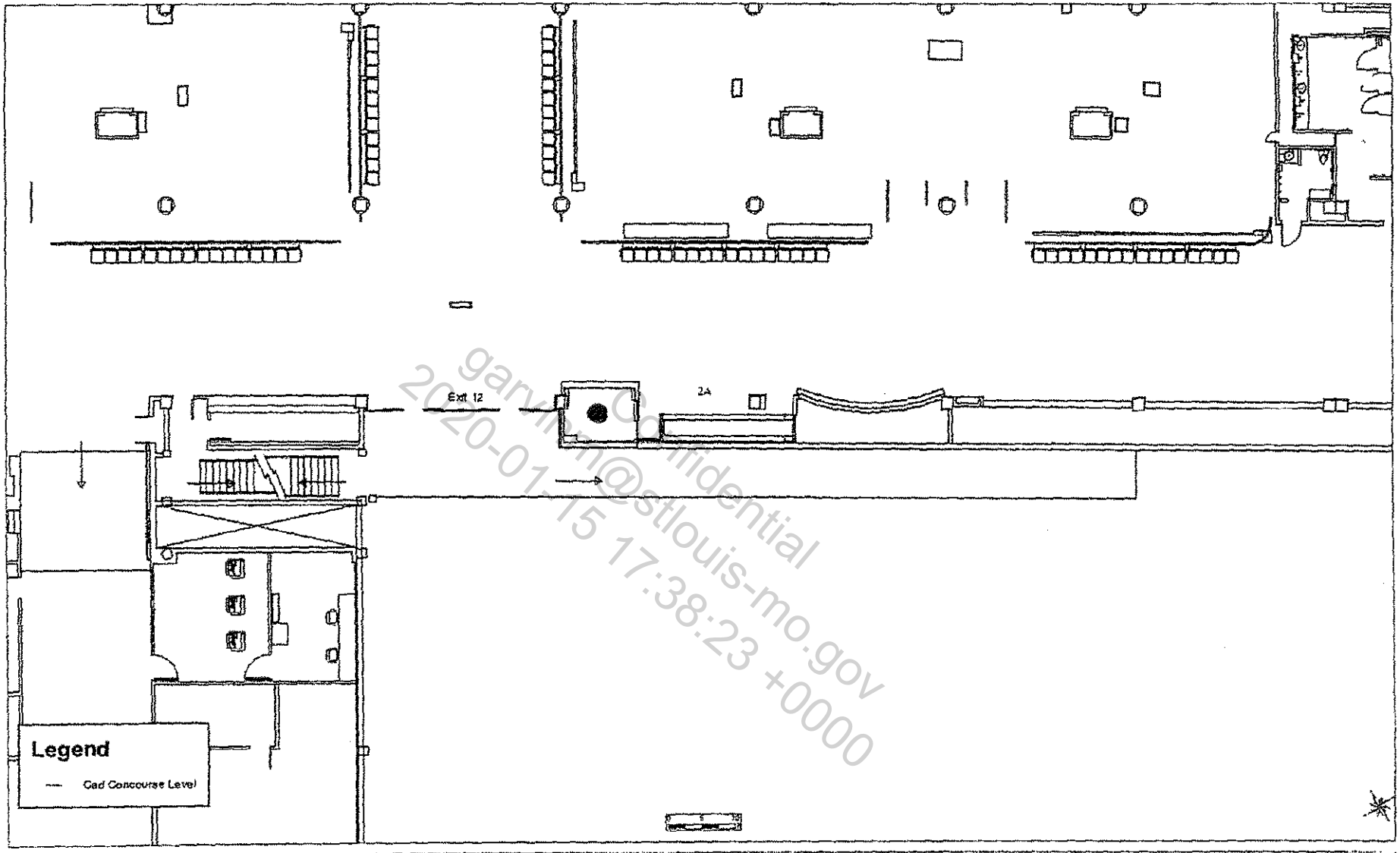

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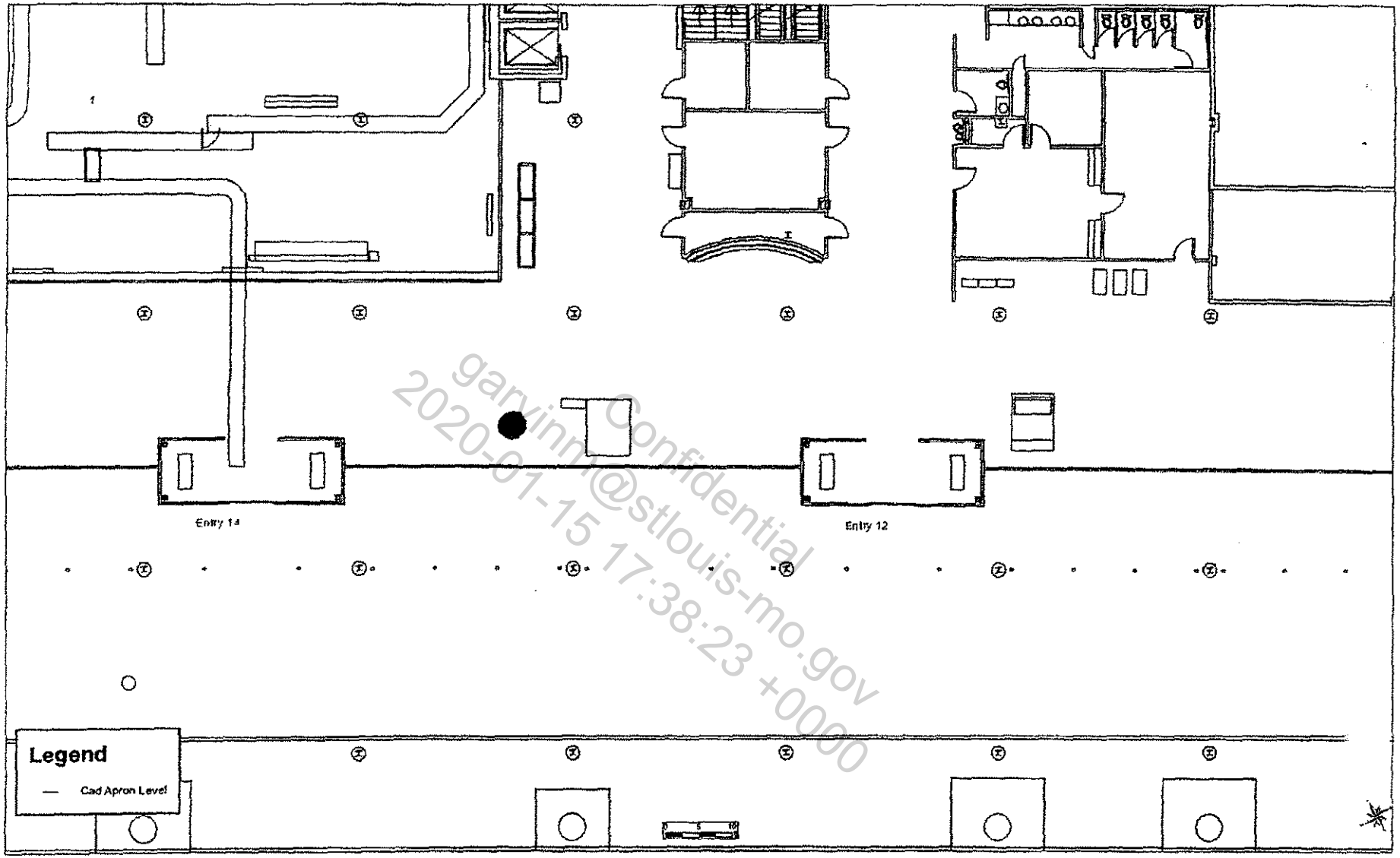
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 1, 100 Sq. Ft.

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

Prepared By: STLAA
Date: 2/11/2019
Reviewed/Approved By:
Date:



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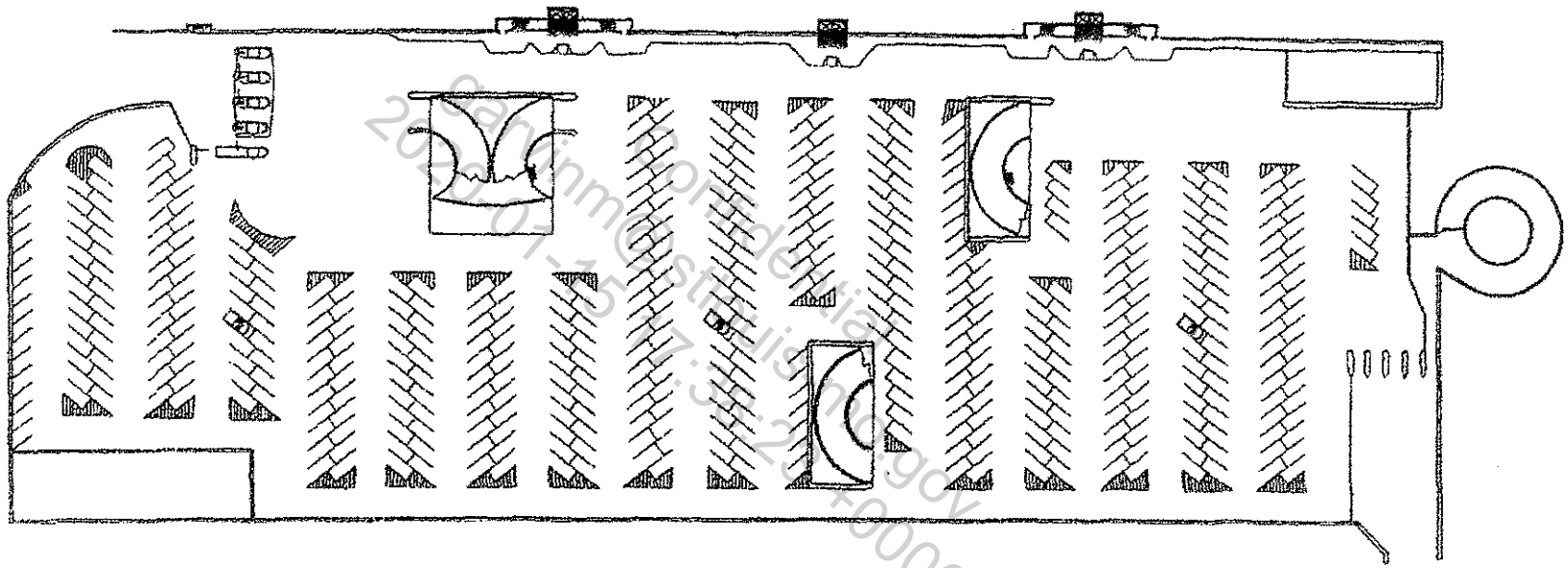
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 2, 80 Sq. Ft.

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

Prepared By: STLAA
Date: 8/1/2019
Reviewed/Approved By:
Date:

G - Vans & Off Airport Car Rental
I - Shared Ride Shuttle Concession



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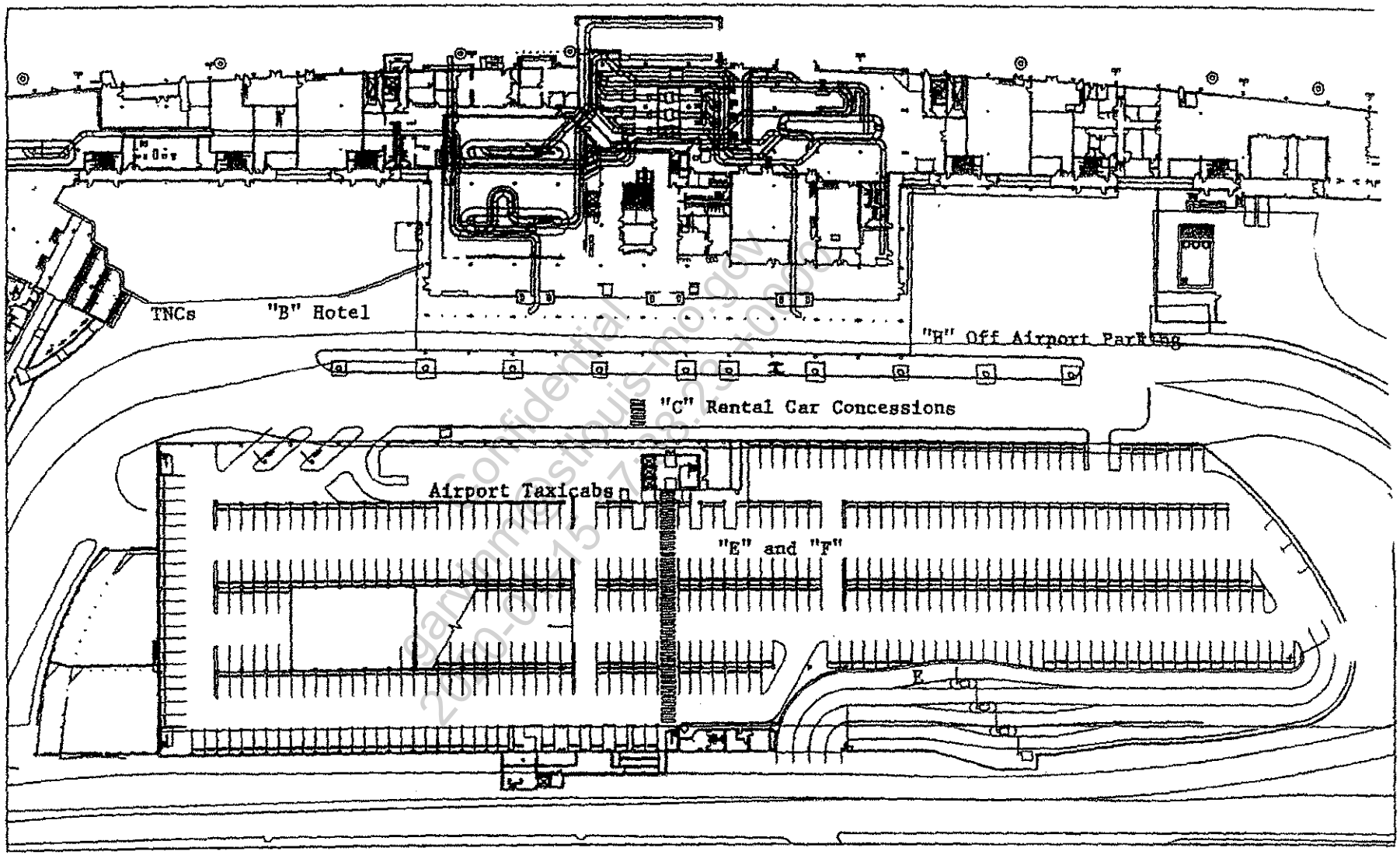
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Terminal 1 Garage
Brown Level

Coordinate System:

Prepared By:
Date: January 2019
Revision No:
Date:

Drawing Number:



ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Terminal 2 Garage
Lower Level

Coordinate System:

Prepared By:
Date: January 2019

EXHIBIT "B"

LIVING WAGE BULLETIN

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ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES EFFECTIVE APRIL 1, 2019

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

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **$13.33** per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **$17.81** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **$4.48** per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2019. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

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

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CITY REGISTER

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Top of Page

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2020-01-15 17:38:23 +0000

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sawyerm@stlouis-mo.gov
2020-01-16 17:38:22 +0000

Confidential
sanmm@slou.edu
2020.01.15 17:58:22 +0000

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

CONCESSIONAIRE BY:

Title: President | Owner

Date: 05|14|2019

ATTESTED TO BY:

Title: President - UPS Store

Date: 5-15-19

FEDERAL TAX ID# 431889775

THE CITY OF ST. LOUIS, MISSOURI, OPERATING ST. LOUIS LAMBERT INTERNATIONAL AIRPORT® pursuant to City Ordinance #_____ approved the _____ day of _____, 2019:

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2019.

BY:

_____
Commission Chairman and Date Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2019.

BY:

_____
Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

_____
City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

_____
Comptroller Date
City of St. Louis

ATTESTED TO BY:

_____
Register, City of St. Louis Date

Confidential garvinm@stlouis-mo.gov 2020-01-15 17:38:13 +0000

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

CONCESSIONAIRE BY:

Title: President / Owner

Date: 05/14/2019

ATTESTED TO BY:

Title: President WPI Stone

Date: 5-15-19

FEDERAL TAX ID# 431889775

THE CITY OF ST. LOUIS, MISSOURI, OPERATING ST. LOUIS LAMBERT INTERNATIONAL AIRPORT® pursuant to City Ordinance #_____ approved the _____ day of _____, 2019:

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2019.

BY:

Commission Chairman and Date Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the _____ day of _____, 2019.

BY:

Secretary, Date
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Comptroller Date
City of St. Louis

ATTESTED TO BY:

Register, City of St. Louis Date

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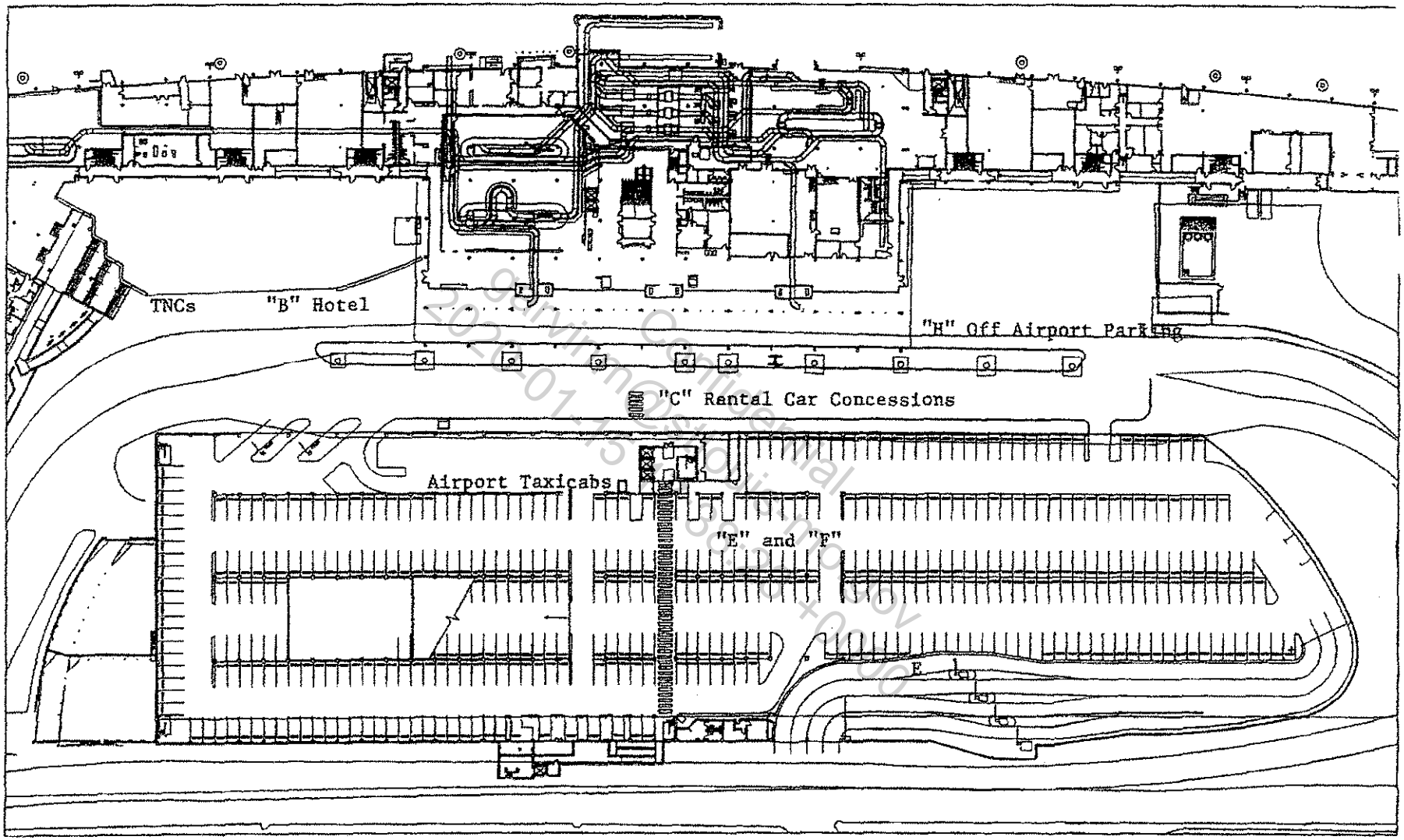


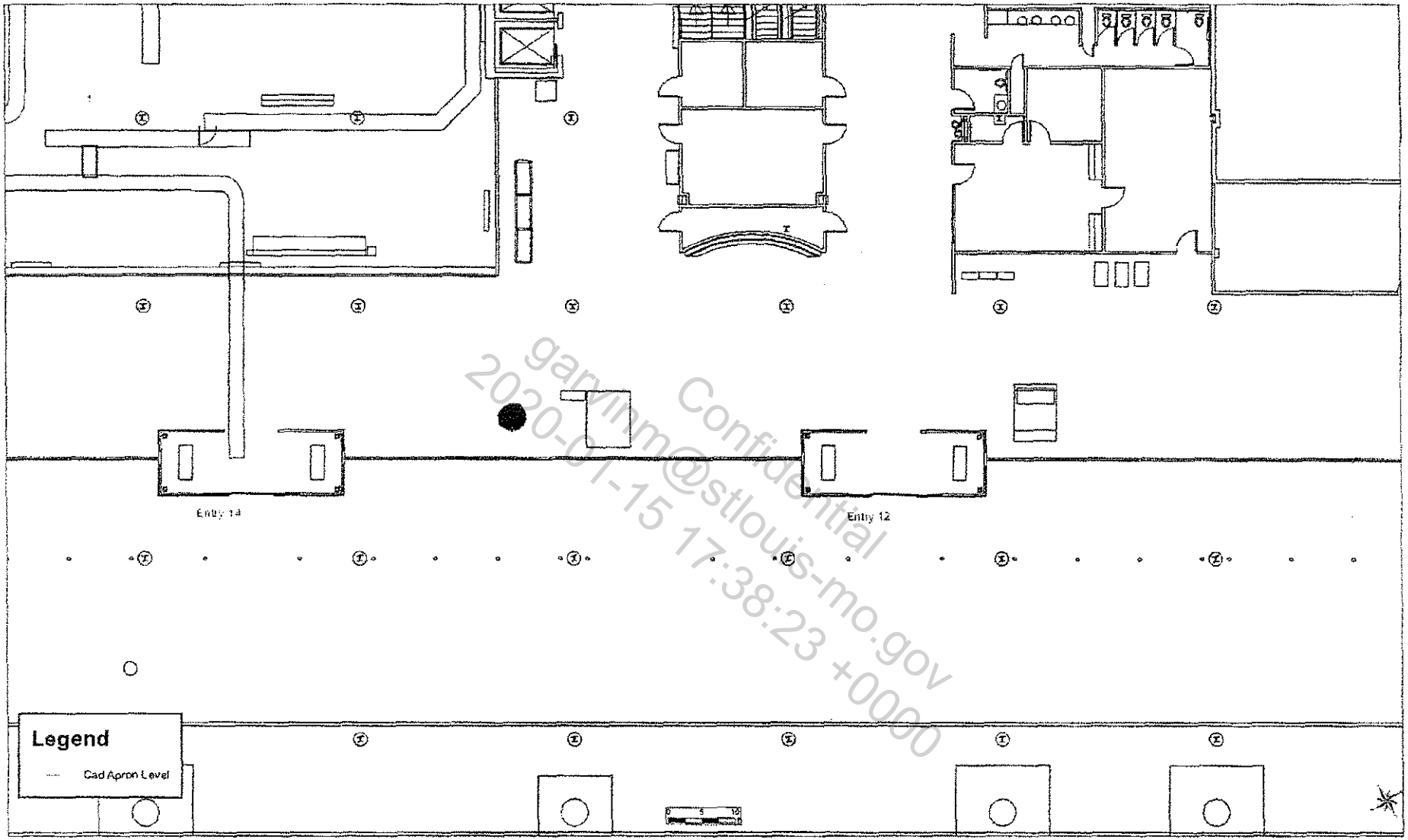
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Terminal 2 Garage
Lower Level

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

Prepared By:
Date: January 2019
Revision No:
Date:

Reviewed and Approved By:
Date:
Drawing Revised:
Date:



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2020-01-15 17:38:23 +0000

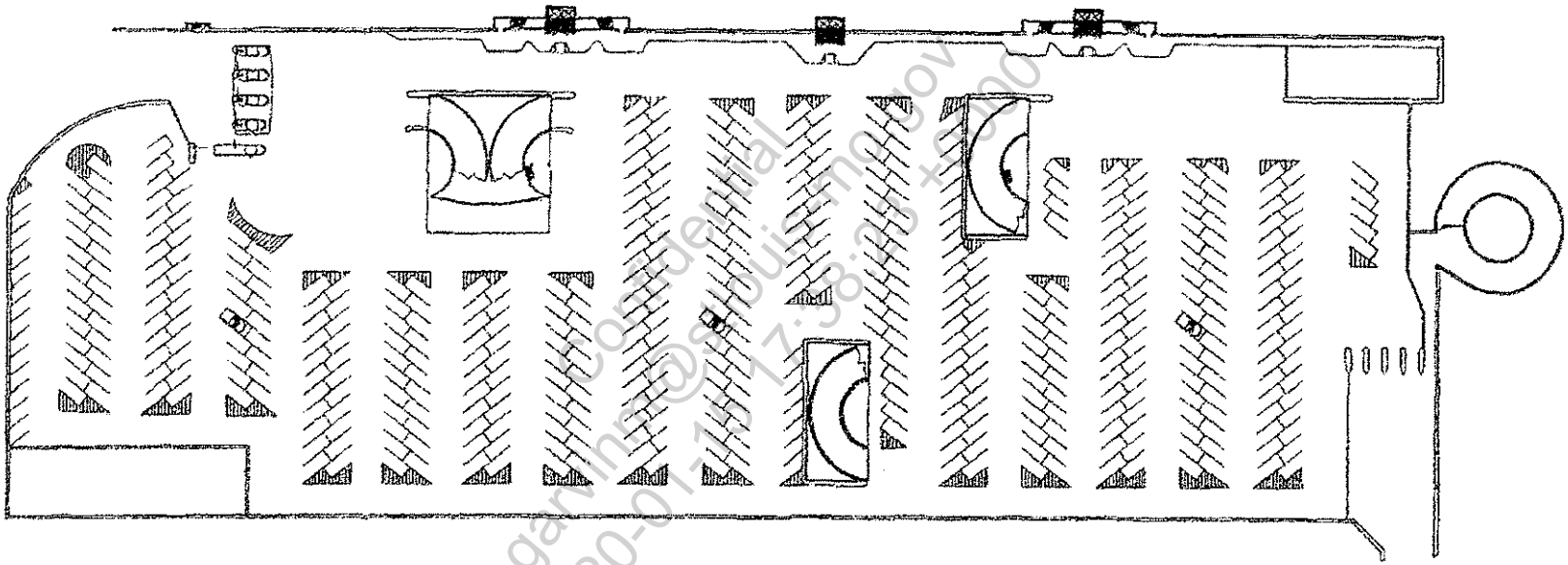
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 2, 80 Sq. Ft.

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

Prepared By: STL AA
Date: 2/17/2019
Reviewed and Approved By:
Date:

G - Vans & Off Airport Car Rental
I - Shared Ride Shuttle Concession



garrihart@stlouis-mo.gov
2020-01-15 17:38:08 +0000

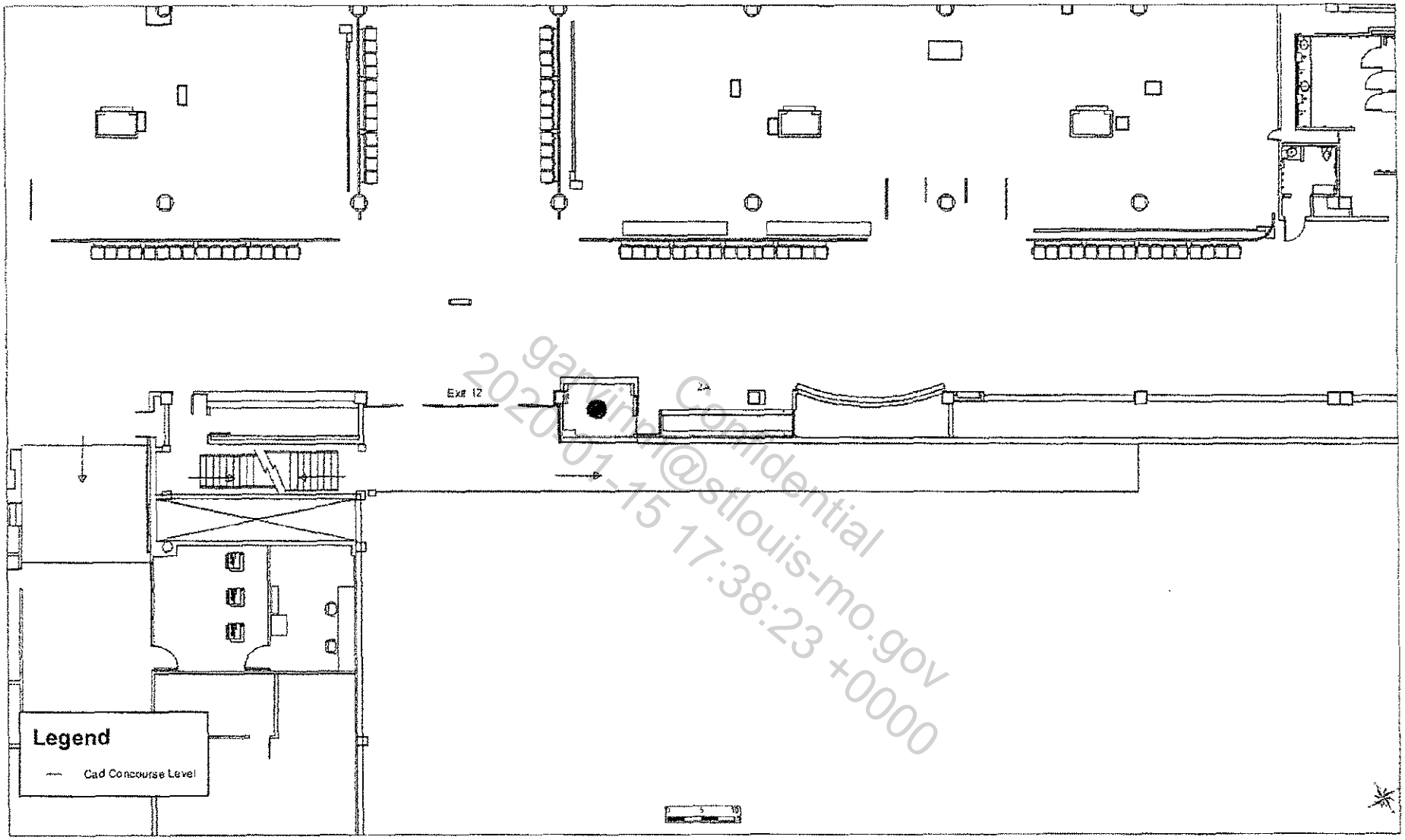
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Terminal 1 Garage
Brown Level

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

Prepared By:
Date: January 2019
Revised By:
Date:

Public Use Approved By:
Date:
Operating Agency:
Date:



garvinn@stlouis-mo.gov Confidential 2020-01-15 17:38:23 +0000

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 1, 100 Sq. Ft.

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

Prepared By: STL/AA
Date: 2/11/2019
Reviewed/Approved By:
Date:

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gavwm@stlouis-mo.gov
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BOARD BILL NO. 57 INTRODUCED BY ALDERWOMAN MARLENE E. DAVIS

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City"), owner and operator of St. Louis Lambert International Airport® (the "Airport") to enter into and execute on behalf of the City the Shared Ride Shuttle Concession Agreement ("Agreement") between the City and Airport Best Taxi Service, LLC, ("Concessionaire"), granting to Concessionaire, subject to and in accordance with the terms, covenants, and conditions of the Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Agreement that was approved by the Airport Commission and is attached hereto as **ATTACHMENT "1"** and made a part hereof, and its terms are more fully described in Section One of this Ordinance; containing a severability clause; and containing an emergency clause.

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

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Shared Ride Shuttle Concession Agreement ("Agreement") between the City and Airport Best Taxi Service ("Concessionaire"), that was approved by the City's Airport Commission and is to read in words and figures substantially as set out in **ATTACHMENT "1"**, which is attached hereto and made a part hereof.

SECTION TWO. The sections or provisions of this Ordinance or portions thereof are severable. In the event that any section or provision of this Ordinance or portion thereof is held invalid

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by a court of competent jurisdiction, such holding will not invalidate the remaining sections or provisions of this Ordinance unless the court finds the valid sections or provisions of this Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal, unconstitutional or ineffective section or provision that it cannot be presumed that the Board of Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional or ineffective sections or provisions or unless the court finds that the valid sections or provisions, standing alone, are incomplete and incapable of being executed in accordance with the legislative intent.

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

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EXHIBIT "A"

PREMISES

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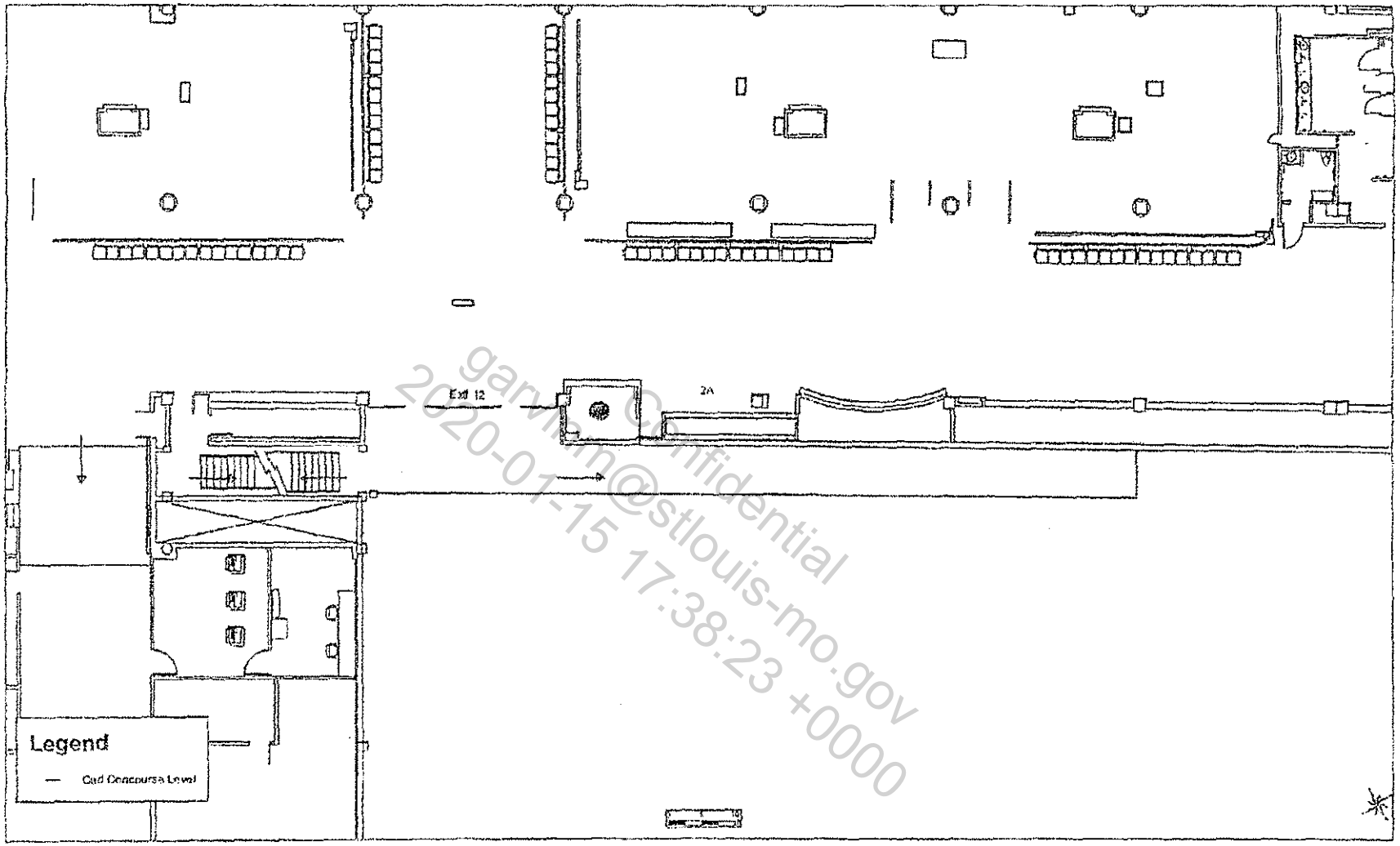

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ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 1, 100 Sq. Ft.

Coordinate System:

Drawn By: STLAA
Date: 2/1/2010

Page 3 of 3

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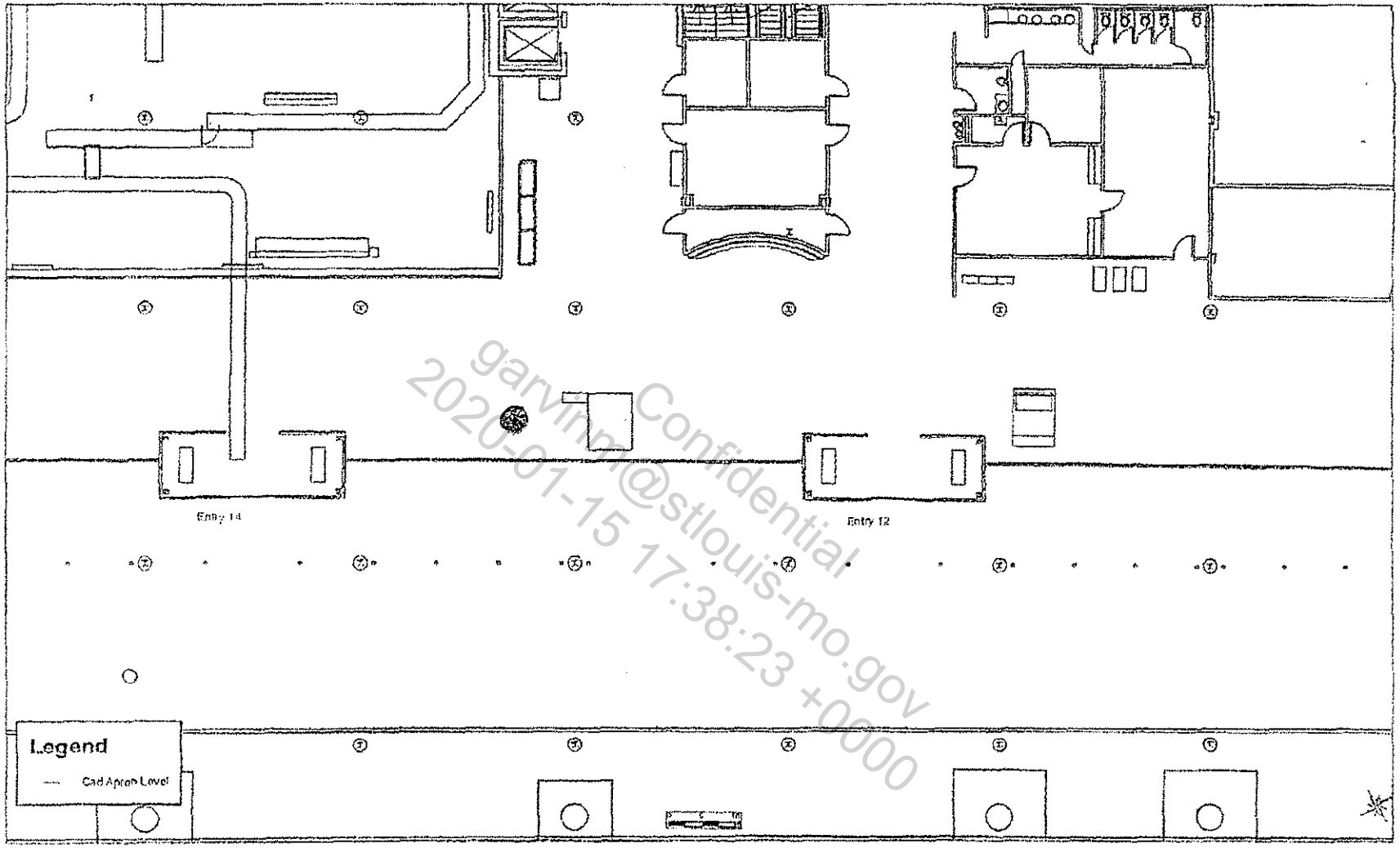

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ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Shared Ride Shuttle Booth
Terminal 2, 80 Sq. Ft.

Coordinate System:

Required By: AFLAA
Date: 2/13/2020

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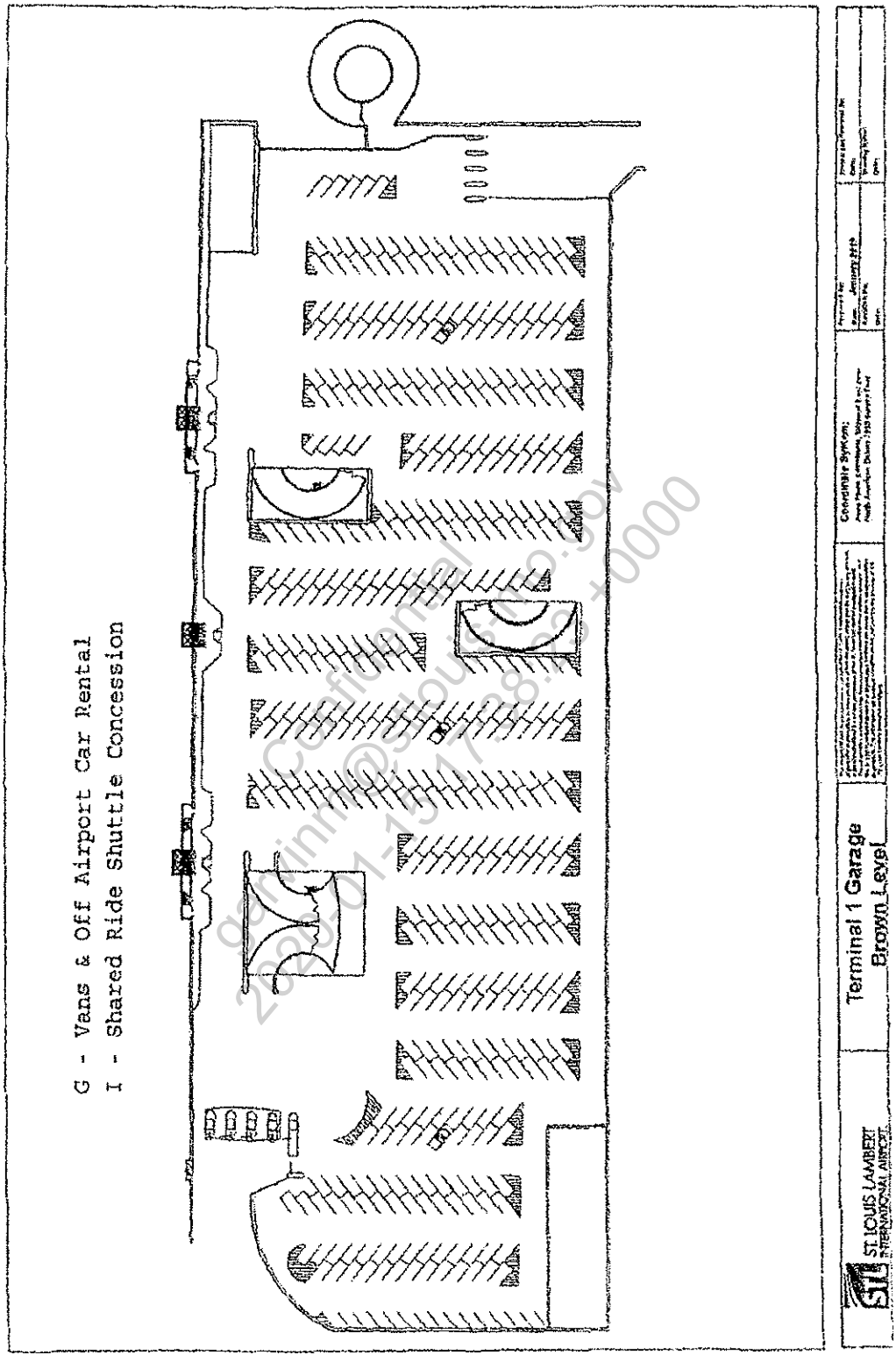
G - Vans & Off Airport Car Rental
I - Shared Ride Shuttle Concession
Terminal 1 Garage
Brown Level
ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT

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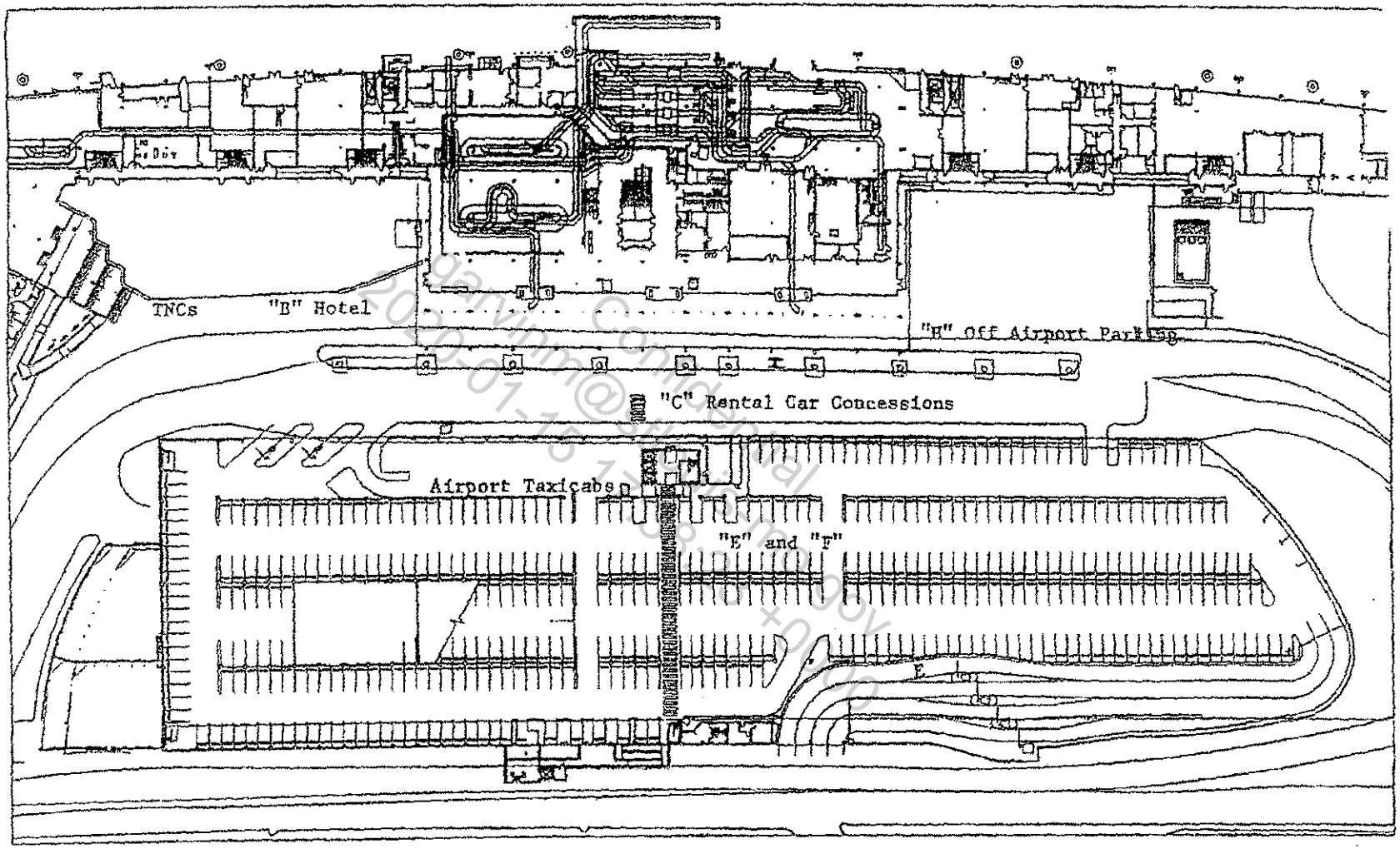

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

Terminal 2 Garage
Lower Level

Coordinate System:

parking@flystl.com
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EXHIBIT "B"

LIVING WAGE BULLETIN

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ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2019

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

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is **$13.33** per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are **not** provided to the employee, the living wage rate is **$17.81** per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: **$4.48** per hour.

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These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of APRIL 1, 2019. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

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

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

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BOARD BILL FISCAL NOTE

Preparer's Name Jeanine Tiemann

Phone Number or Email Address (will be available publicly) jmtiemann@flystl.com

Bill Sponsor Alderwoman Marlene Davis

Bill Synopsis:	Concession Agreement with Airport Best Taxi Service, LLC for a Shared Ride Shuttle Concession at the Airport
Type of Impact:	Revenue Contract
Agencies Affected:	Airport Authority

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SECTION A

Does this bill authorize:

- An expansion of services which entails additional costs beyond that approved in the current adopted city budget? ___Yes _X_No.
- An undertaking of a new service for which no funding is provided in the current adopted city budget? ___Yes _X_No.
- A commitment of city funding in the future under certain specified conditions? ___Yes _X_No.
- An issuance of bonds, notes and lease-purchase agreements which may require additional funding beyond that approved in the current adopted city budget? ___Yes _X_No.
- An execution or initiation of an activity as a result of federal or state mandates or requirements? ___Yes _X_No.
- A capital improvement project that increases operating costs over the current adopted city budget? ___Yes _X_No.
- A capital improvement project that requires funding not approved in the current adopted budget or that will require funding in future years? ___Yes _X_No.

If the answer is yes to any of the above questions, then a fiscal note must be attached to the board bill. Complete Section B of the form below.

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Clerk, Board of Aldermen

President, Board of Aldermen

Approved ☑ Date 7/25/19

Disapproved ☐

Mayor

6.8.57

Truly Engrossed and Enrolled

Chairman

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