



ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT™

SCANNED

SEP 08 2019

ACCOUNTING DEPT.

1065415

CITY OF ST. LOUIS
INTO-PLANE FUELING PERMIT
AIRPORT TERMINAL SERVICES
NO. AL-219

Confidential
garvinm@stlouis-mo.gov
2020-01-15 11:33:58 +0000

TABLE OF CONTENTS

INTRODUCTION	Page 1
ARTICLE I: MEANINGS AND CONSTRUCTION	Page 1
ARTICLE II: PERMITEES RIGHTS AND OBLIGATIONS	Page 5
ARTICLE III: PERMITTEE'S OPERATIONS	Page 7
ARTICLE IV: TERM	Page 9
ARTICLE V: FEES AND CHARGES	Page 10
ARTICLE VI: COMPLIANCE WITH ENVIRONMENTAL LAWS	Page 11
ARTICLE VII: INSURANCE AND INDEMNIFICATION	Page 14
ARTICLE VIII: MERGERS AND ASSIGNMENT	Page 21
ARTICLE IX: DEFAULT AND TERMINATION	Page 22
ARTICLE X: MISCELLANEOUS PROVISIONS	Page 24
SIGNATURES	Page 32
EXHIBIT "A"	2 Pages
EXHIBIT "B"	1 Page

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
INTO-PLANE FUELING PERMIT

THIS INTO-PLANE FUELING PERMIT made and entered into as of the 29th day of August, 2019, by and between The City of St. Louis, Missouri, and Airport Terminal Services Inc., a corporation organized and existing under the laws of the State of Missouri, ("Permittee").

RECITALS

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

An Into-Plane Fueling Permit is necessary to conduct into-plane fueling activities at the Airport.

Permittee currently is a party to an Into-Plane Fueling Permit and wishes to continue as an Into-Plane Agent.

The City is willing to grant this Permit to Permittee.

This Permit provides as follows:

ARTICLE I
MEANINGS AND CONSTRUCTION

Section 101. Meanings and Construction. Except as otherwise clearly indicated by the context, the words and phrases defined in this Section have the following meanings when used elsewhere in this Permit.

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

"Airline" means an air carrier certificated by the U.S. Department of Transportation to engage in the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended, that operates at the Airport.

"Airport" means the St. Louis Lambert International Airport, together with any additions, improvements, or enlargements made from time to time.

"Airport Director" means the Airport Director of the City or the person performing the functions of that office, as authorized by the City's Mayor, or that person authorized by the

Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Permit.

"City" or means The City of St. Louis, Missouri.

"Company" means STL Fuel Company LLC, a limited liability corporation organized under the laws of the state of Delaware, and is party to that certain Fuel System Lease and Use Agreement AL-442, commencing January 1, 2012, by and between the City and the Company.

"Contracting Airline" means an Airline that is a Contracting Airline as defined in the Fuel System Access Agreement.

"Environmental Laws" means and includes all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Substances, including without limitation, all federal or state superlien or environmental clean-up statutes, and the following specific laws: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); (v) the Clean Water Act (33 U.S.C. 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. 349; 42 U.S.C. 201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. 4331, et seq.); (ix) Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 et seq.); (x) Missouri Clean Water Law, Chap. 644, RSMo.; (xi) Missouri Air Conservation Law, Chap. 643, RSMo.; (xii) Missouri Hazardous Waste Management Law, Sec. 260.350, et seq.; (xiii) Missouri Spill Law, Sec. 260.500, et seq.; (xiv) the Missouri Underground Tank Law, Sec. 319.100, et seq.; (xv) any amendments to or state or local laws similar to the above laws; and (xvi) any regulations, permits, programs, plans or procedures prepared or issued pursuant to such Laws and any successor Laws pertaining to the same subject.

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

"Equipment" means any equipment, including without limitation, refueling tankers, hydrant carts, automotive equipment, vacuum trucks and other servicing equipment of the Permittee as reasonably necessary to conduct its business as an Into-Plane Agent.

"Event of Default" means an Event of Default as defined in Section 801.

"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.

"Fuel Hydrant System" means, collectively, the elements of the Jet Fuel delivery system from the Jet Fuel storage tanks to the passenger terminal aircraft parking aprons and to and including the Jet Fuel hydrant refueling station located at the maintenance facility, the oil/water separators located adjacent to or within the maintenance facility, the continuous-loop pipe system, fuel manifolds, delivery fuel lines, hydrant fuel pits, low and high point drain pits, containment drains and sump pits, meters and related appurtenances, all as generally shown on **Exhibit "A"**, all of which has been leased to the Company pursuant to that certain Fuel System Lease and Use Agreement AL-442, by and between the City and Company.

"Fuel System Access Agreement" means the agreement between Company and an Airline, an Into-Plane Agent, or any other third-party allowing limited access to the Fuel Hydrant System to take Jet Fuel from the Fuel Hydrant System and deliver it into-plane at the Airport.

"Fueling Area" means the area that encompasses the Airport's passenger terminal facilities and the associated aircraft parking aprons, as shown on **Exhibit "B"**.

"Hazardous Materials" means any and all (a) substances, products, by-products, chemicals, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws or any other federal, state or local Law, regulation or order or by common law decision, and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Law or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, Jet Fuel, gasoline, petroleum based and/or asbestos containing materials, products, by-products, or waste.

"Into-Plane Agent" means an entity that obtains all necessary approvals and permits from the City to perform into-plane fueling services at the Airport, and that enters into a Fuel System Access Permit with Company.

"Jet Fuel" means kerosene-based jet fuel meeting the specifications of ASTM D1655 (latest revision).

"Permit" means this Into-Plane Fueling Permit.

"Permittee" means Airport Terminal Services, Inc.

"Notice" means a communication between the parties to this Permit performed in accordance with the requirements of Subsection 911(B).

"Remediation Costs" means any losses, expenses, or costs incurred by the City in connection with any environmental investigation, response, cleanup or remediation to address Hazardous Materials if such investigation, response, cleanup or remediation is: (i) required by the appropriate governmental agency responsible for enforcing Environmental Laws or Environmental Permits, (ii) required by any Environmental Laws or Environmental Permits, or

(iii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, the Missouri Department of Natural Resources or other governmental health agency as appropriate for commercial property, safe for occupational exposure or Airport use or which are in violation of Environmental Laws or Environmental Permits or any combination thereof, and caused by, exacerbated by or arising out of, Permittee's operations at the Airport on or after the first day of the Permit term or the Permittee's use of the City's property on or after the first day of the Permit term. Remediation Costs include investigation and evaluation costs, costs to implement institutional controls or restrictive covenants approved by the City, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys' fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities caused by or arising out of or incidental to the Permittee's handling, use, storage, release, disposal, generation, emission, or discharge of Hazardous Materials at the Airport, or any combination thereof.

"Remediation Work" means the Remediation Work as defined in Section 205(C).

"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.

"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.

Section 102. Interpretation. References in the text of this Permit to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Permit, unless otherwise specified.

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

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

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

Words importing the singular include the plural and vice versa. Words of any gender are deemed to include correlative words of the other gender.

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

All references to number of days mean calendar days.

Words used in the present tense include the future.

Section 103. Incorporation of Exhibits. The following Exhibits are hereby made a part of this Permit:

ARTICLE II PERMITTEE RIGHTS AND OBLIGATIONS

Section 201. Rights. The City hereby grants to Permittee, subject to all the terms, covenants, warranties and conditions of this Permit, including but not limited to the obligations enumerated in Section 301, the non-exclusive right to be an Into-Plane Agent, and to take Jet Fuel from the Fuel Hydrant System and deliver it into: (1) aircraft of Contracting Airlines operating anywhere at the Airport, provided that another tenant at the Airport does not have exclusive fueling rights within the Airport (an FBO for example), (2) aircraft of Airlines operating from the Fueling Area, and (3) aircraft parked in the aircraft parking aprons located adjacent to the Fueling Area and designated as the C (Charlie) and H (Hotel) aircraft parking aprons in the Airport Layout Plan approved by FAA as of January 1, 2012.

Nothing herein contained will be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by 49 U.S.C. §§ 40103(e) and 47107(a)(4), as amended.

Section 202. Access. Subject to all of the terms, covenants, warranties and conditions of this Permit, Permittee has the right of access, ingress to and egress from the Airport, for Permittee's employees, contractors, subcontractors, agents, and invitees for purposes reasonably necessary in connection with the conduct of Permittee's Into-Plane Agent business.

Section 203. Equipment Parking. Permittee has the non-exclusive right to park its Equipment at the Airport in areas designated by the City for such purpose.

Section 204. Observance and Compliance with Laws.

- A. Permittee, its officers, directors, employees, agents, and its contractors and suppliers, while such contractors and suppliers are providing services to Permittee, must comply with:
1. all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Permittee's operation at the Airport;
 2. the Rules and Regulations governing the Airport; and

3. the provisions of the Airport certification manual, as it may be amended from time to time.
- B. Upon Permittee's request, the City will promptly provide a copy of the Rules and Regulations and the Airport certification manual. The City will also provide copies of amendments or additions to the Rules and Regulations to Permittee's local manager or his designee in the regular course of business. The City acknowledges that compliance with such amendments or additions will not be expected until Permittee is notified of such amendments or additions as provided in this Subsection.

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

Section 205. Nondiscrimination.

- A. Permittee for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in its conduct as an Into-Plane Agent at the Airport.
- B. Permittee will comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 206. Prevailing Wage. Permittee will include in all service contracts pertaining to its activities at the Airport, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 207. Third-Party Supplier or Operator Obligations. The City reserves the right to require third-party suppliers or operators providing any commercial goods or services on behalf of Permittee to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

Section 208. Reservations. The grant of Permit hereunder is subject to the following reservations and conditions:

- A. The City reserves the right (but is not obligated pursuant to this Permit) to develop, maintain, and keep in repair the Airport, including the Aircraft Operating Area and all publicly-owned facilities.

- B. Permittee will not exercise the rights granted by this Permit to Permittee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operations of other tenants or users of the Airport.
- C. The City reserves the right to, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport. The City also reserves the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Permit or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress exist or will be provided in lieu thereof. The City will reasonably notify Permittee of any such action affecting Permittee.
- D. 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 Airport, 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.
- E. The City reserves the right to grant utility and maintenance rights-of-way to itself and others over, under, through, across or on the Airport.

ARTICLE III PERMITEE'S OPERATION

Section 301. Permittee's Operation. Permittee has the following obligations in its conduct as an Into-Plane Agent at the Airport:

- A. Provide into-plane fueling services 24 hours a day, 365 days per year, for the term of this Permit, to the highest standard customarily applied in the into-plane fueling trade.
- B. Provide into-plane fueling services in a non-discriminatory manner and without preference among Airlines.
- C. Provide all Equipment, materials, and supplies as necessary for its performance as an Into-Plane Agent, and ensure that the Equipment that attaches to the Fuel Hydrant System is safe and fit for such purposes, and that the use of such Equipment will not affect the integrity or safe operation of the Fuel Hydrant System. Mobile refueler equipment must be certified for into-plane fueling operations and compatible with the existing Airport Fuel Hydrant System Loading Rack Scully System.
- D. Submit procedures for into-plane fueling operations that outline loading, unloading, product transfers, adequate discharge and drainage controls, and countermeasures for discharge discovery, response, and clean-up. These procedures must include, but not be

limited to, instructions for automatic shut-off pre-checks, mobile refueler maintenance, applicable integrity tests, and spill response protocols.

- E. Provide for, and ensure, that all persons engaged by Permittee who are necessary for Permittee's performance as an Into-Plane Agent are fully instructed and trained in the proper into-plane fueling procedures and techniques, and possess the licenses, permits, certifications and/or ratings required by applicable federal, state, and local laws and regulations. The Permittee must train all fuel handling personnel in operation and maintenance of equipment to prevent discharges; discharge procedure protocols; applicable pollution control laws, rules, and regulations; and contents of the Permittee's SPCC plan for into-plane fueling. The Permittee will provide copies to the Airport of all training documentation that certify the above stated training, licenses, permits, certifications, and/or ratings have been conducted, achieved, and/or obtained.
- F. Assume responsibility for the repair and/or replacement of any components of the Fuel Hydrant System damaged by the Permittee, its employees, agents, contractors or invitees; or, reimburse the Company of all reasonable costs associated therewith if Company elects to perform such repair and/or replacement.
- G. Provide Hazardous Material management training to ensure its employees compliance with Hazardous Material laws and regulations and Rules and Regulations.
- H. Collect, recycle and/or dispose of its Hazardous Material off the Airport in compliance with all Environmental Laws and Environmental Permits. Submit a procedure that outlines methods of disposal of recovered petroleum impacted materials and include in that procedure items such as potential types of spill clean-up recovered materials, storage and handling of waste materials, permitted waste transporter and disposal facility, waste disposal profiling and analytical procedures, and compliance with applicable federal, state and local regulatory requirements.
- I. Provide material and supplies that will provide immediate capability to stop and contain spills to prevent potential releases of Jet Fuel or other Hazardous Materials into drains, manholes, pits, the Airport storm water collection system, unpaved areas or the environment, including without limitation vacuum trucks, mats to block drains and absorbents to stop sheet flow of released materials including Jet Fuel and Hazardous Materials. Include the proper procedure for utilizing these materials in the procedures required under Subsection E of this Section 301.
- J. Provide proper and adequate secondary containment for mobile refuelers and all other regulated equipment while staged on Airport property.
- K. Load and unload fuel trucks only at locations equipped with regulatory compliant general secondary containment.

- L. Carry spill response equipment and materials including at least two (2) fifty (50) pound bags of oil absorbent material and a scupper storm drain cover on all fuel tanker trucks to contain and control fuel spills and prevent fuel from entering storm drains.
- M. Park all fuel trucks that are not in operation in specifically designated areas that are equipped with general secondary spill containment.
- N. Periodically inspect general secondary containment, especially after rain events, to ensure proper operation and cleaning of the area. Permittee agrees to immediately rectify any issue(s) identified during its inspection of general secondary containment.
- O. Arrange for parking for all unattended aircraft fueling vehicles to provide for the following:
 - a. Dispersal of vehicles if called for in the event of an emergency.
 - b. A minimum of three (3) meters (10 feet) of clear space between parked vehicles for accessibility for fire control purposes.
 - c. Prevention of any fuel leakage from draining to an adjacent building or storm drain that is not suitably designed to handle fuel.
 - d. A minimum of fifteen (15) meters (50 feet) from any parked aircraft and building other than maintenance facilities and garages for fuel servicing tank vehicles.
- P. Obtain a vacuum truck for dedicated use at the Airport or provide a formal written agreement for the use of a vacuum truck service designed to clean up fuel spills. Permittee acknowledges that any written agreement to provide vacuum truck services must clearly indicate the minimum and maximum spill response times, and must be submitted to the Airport for review and approval.

Section 302. Security. Permittee hereby acknowledges that Transportation Security Administration regulations require the City to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Aircraft Operating Area. Permittee understands that the City has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and Permittee warrants, covenants and agrees to be fully bound by, and immediately responsive to, the requirements of the ASP, as it may be amended from time to time.

Permittee's security procedures at the Airport must meet the requirements of the applicable Transportation Security Administration regulations and the ASP, including without limitation; Airport-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the AOA.

ARTICLE IV PERMIT TERM

Section 401. Term. The term of this Permit commences on September 1, 2019 and ends on August 31, 2022, unless sooner terminated in accordance with other provisions of this Permit.

or Permittee may terminate this Permit without cause by giving ten (10) days Notice to the other party with no liability to the terminating party and such cancellation will be deemed a no fault cancellation. Notwithstanding the foregoing or any other provision in this Permit, the term of this Permit will terminate immediately if Permittee ceases to be a party to a Fuel System Access Agreement.

ARTICLE V FEES AND CHARGES

Section 501. Permit Fee. Permittee will pay the City \$1,200 per year in twelve equal monthly installments of \$100 paid on or before each month of the term of this Permit in accordance with this Article V.

Section 502. Interest Charges and Late Charges on Overdue Payment. If Permittee fails to make payment of any sums due hereunder by the due dates set forth herein, Permittee will pay to the City, in addition to all other remedies available to the City and all other payments to be made by Permittee to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 days from their respective due date will be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 503. Form of Payment. Permittee will pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check must be delivered postage or other charges prepaid to:

By U.S. Mail:

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

By Express Mail:

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

By Wire Transfer:

Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "Airport
Terminal Services, Inc., Permit No. AL-219"))

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

Section 504. Security Deposit.

- A. Amount and Form of Security Deposit. Upon execution of this Permit, Permittee will provide the City with an irrevocable letter of credit, or other security or instrument acceptable to the City ("Security Deposit") in the amount of \$100,000. The Security Deposit must guarantee the faithful performance by Permittee of all of its obligations hereunder and the payment of all fees and charges due to the City. The Security Deposit must be in such form and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Permittee's future performance.
- B. Term of Security Deposit. The Security Deposit must remain in full force and effect throughout the term of this Permit and shall extend at least ninety (90) days following the expiration or early termination of this Permit. Permittee must provide at least 60 days prior Notice of the date on which any Security Deposit expires or is subject to cancellation.
- C. City's Right to Use Security Deposit; Replenishment. The City has the right to use the amounts of such Security Deposit to pay Permittee's fees or any other amounts owed to the City by Permittee then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Permittee's conduct as an Into-Plane Agent at the Airport. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Permittee must replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 504(A) within 10 days of being notified to do so by the City. The City's rights under this Section are in addition to all other rights and remedies provided to the City hereunder.

ARTICLE VI
COMPLIANCE WITH ENVIRONMENTAL LAWS

SECTION 601. COMPLIANCE WITH ENVIRONMENTAL LAWS. Permittee 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 Airport, Permittee shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws.

Permittee further covenants and warrants as follows:

A. Environmental Permits.

- 1. Permittee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Permittee engages at the Airport.

2. Permittee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Permittee or Permittee's activities on the Airport, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided however, that the City shall adequately notify Permittee of such Environmental Permit and associated requirements, including all applicable deadlines for compliances.
 3. The City and Permittee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to ensure safety.
- B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused, handled, or owned by Permittee, 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 Permittee, whether as a result of negligent conduct or otherwise, at, on, about, or under the Airport, or in the event any written claim, demand, complaint or action is made or taken against Permittee that pertains to Permittee's failure or alleged failure to comply with Environmental Laws or Environmental Permits at the Airport or which pertains to the release of Hazardous Materials by Permittee at the Airport, under this Permit or any prior Permits, Permittee shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Permittee 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 Airport, Permittee shall simultaneously provide a copy of such notice or report to the City.
- C. Environmental Remediation. Permittee shall promptly and timely and with all due diligence undertake all necessary steps required under the applicable Environmental Laws and Environmental Permits 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 Permittee or its agents, employees, contractors, independent contractors, sublessees, invitees, licensees, or suppliers at the Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**") or any Permits with the City. Such Remediation Work must be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Such Remediation Work will be performed at Permittee's expense. Except in the event of an emergency, such Remediation Work will be performed after Permittee, 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. 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 Permittee 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. Permittee 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 the Airport or its property or that of current and future tenants of the Airport. The City will have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

- D. Access for Environmental Inspection. Upon reasonable notification to Permittee, the City will have reasonable access to the Airport to inspect the same in order to confirm that Permittee is using the Airport in accordance with the Provisions of this Permit, including without limitation this Section 601. Permittee shall cooperate fully with any such inspections provided that such inspections do not unreasonably interfere with Permittee's operations. If the City's inspection results in any type of written report, the City shall provide Permittee a reasonable opportunity to timely review and comment on a draft of the report. Permittee 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, Permittee responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with the Subsection to the extent consistent with the City's legal obligations.
- E. Corrective Action by City. If Permittee fails to comply with any applicable Environmental Laws, Environmental Permits or Rules or Regulations governing its activities at the Airport under this Permit or any prior permit with the City, or if Permittee fails to conduct necessary Remediation Work in a timely manner as required under the Provisions of this Permit, the City, as may be necessary or required by applicable Environmental Laws, Environmental Permits, or Rules and Regulations, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City and may take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which the Permittee is responsible under this Permit or any prior use of the Airport, and remedy Permittee's non-compliance with the Provisions of this Permit and applicable Environmental Laws, Environmental Permits, and Rules and Regulations in accordance with the Provisions of the Permit. All Remediation Costs plus actual administrative costs incurred by the City must be timely paid or reimbursed by Permittee 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 Permittee shall not undertake performance of such Remediation Work without the specific prior authorization from the

City. Remediation Work, if necessary, and any other actions taken by the City pursuant to this Section, will be performed in accordance with the provisions of Section 601.C, but only after first having provided Notice to Permittee of such failure to comply, and thirty (30) days within which Permittee may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Permittee's compliance reasonably requires more than thirty (30) calendar days to complete, the City may enter the Airport and take such reasonable and necessary measures to achieve compliance only upon the Permittee'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, Permittee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Permittee 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, released Hazardous Materials, Environmental Laws or Environmental Permits and which pertains to the Airport and which would be discoverable in litigation.
- G. Cumulative Remedies. All remedies of the City as provided herein with regard to released Hazardous Materials, 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 VIII survives the expiration or early termination of this Permit.
- H. Pollution Control. In addition to all other requirements of this Permit, Permittee, at its cost, shall manage all its operations at the Airport in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Spill Prevention Control and Countermeasures Plan, Water Pollution Prevention Plan and Storm Water Management Plan, which will be provided to Permittee at Permittee's written request. In addition, the Permittee will provide a Spill Prevention Control and Countermeasures Plan that includes specific procedures to prevent spills during into-plane fueling operations.
- I. Environmental Covenants. Permittee will not object to and, if requested by the City, will subordinate any rights it has under this Permit to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Airport; (ii) limits the use of the Airport to nonresidential uses; or (iii) reasonably restricts access to soil or disturbance of soil underlying the Airport; or (iv) any other environmental use restriction.

ARTICLE VII INSURANCE, DAMAGE AND INDEMNIFICATION

SECTION 701. LIABILITY INSURANCE. Permittee will obtain (at its sole expense and maintain at all times during the Term of this Permit) liability insurance on an occurrence basis,

against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or the omissions of Permittee, its officers, agents, employees, contractors, subcontractors, licensees, independent contractors and invitees, pursuant to this Permit under the following types of coverage:

- A. Commercial General Liability Insurance in an amount not less than \$100 million Dollars. Such coverage must be single limit liability with no annual aggregate.
- B. Automobile Liability Insurance in an amount not less than \$10 million primary (no excess), combined single limit per occurrence (for automobiles used by Permittee in the course of its performance hereunder, including Permittee's non-owned and hired autos).
- C. Pollution Insurance against loss for bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup cost; and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising out of the use, operation, and maintenance of the Fuel System or from any discharge or release of Hazardous Materials by Company, Fuel System Operator, or other person or entity who occupies, uses, or performs, or occupied, used, or performed, activities on, the Leased Premises, or the officers, employees, agents, consultants, contractors, subcontractors, licensees, independent contractors, representatives, assigns, sublessees, tenants, guest, patrons, and invitees of the aforementioned persons or entities. Coverage shall be maintained in an amount of at least \$4 million per loss, with an aggregate of at least \$8 million. In lieu of procuring and maintaining such pollution insurance, the Company may cause the Fuel System Operator to procure and maintain the pollution insurance described above in the same amounts, naming the City and Company as additional insureds on the policy.

If Pollution Insurance coverage is written on a claims-made basis, Company warrants that coverage under the policy is from the Effective Date and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period that is commercially available but is no less than two years beginning from the expiration or early termination of the Agreement.

- D. Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Permittee elects to be self-insured, Permittee shall comply with the applicable requirements of law. Permittee 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 are not liable or responsible for any claims or actions occasioned by Permittee's failure to comply with the provisions of this Subparagraph and that the indemnification provisions hereof apply to this Section. It is expressly agreed that the employees of Permittee are not employees of the City for any purpose, and that employees of the City are not employees of Permittee.

- E. Issuer of Policy. The issuer of each policy required herein must 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.
- F. Form of Policies. The insurance may be in one or more policies of insurance.
- G. Non-waiver. Nothing the City does or fails to do relieves Permittee from its duties to provide the required coverage hereunder, and the City's actions or inactions are not to be construed as waiving the City's rights hereunder.
- H. Insured Parties. Each policy, by endorsement, except those for Workers' Compensation and Employer's Liability, must name the City, its officers, agents, and employees as "additional insured". As verification of compliance with this Subparagraph, Permittee agrees to provide the City with a copy of the endorsement(s) and certificate of insurance, including all renewal endorsements and certificates, reflecting Permittee's obligation to name the City, its officers, agents, and employees as "additional insured". Inclusion as an "additional insured" is not intended to, and does not make the City a partner or joint venturer with Permittee in its operations. the "additional insured" language must 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."
- I. Deductibles. Permittee agrees to 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 diminishes Permittee's rights or increase Permittee's obligations with respect to its undertakings or hold harmless defense and indemnification set forth in Section 704.
- J. Cancellation. Permittee or its authorized representative must provide at least thirty (30) days advance written notice to the City of any cancellation, material modification or non-renewal by the insurance company.
- K. Subrogation. Each policy must 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 and Permittee agrees to provide the City with a copy of said endorsement.
- L. Endorsement of Primary Insurance. Each policy hereunder, except Workers' Compensation, must, by endorsement, be primary insurance to any other insurance

available to the Additional Insured and Loss Payee with respect to claims arising hereunder and Permittee agrees to provide the City with a copy of said endorsement.

- M. Liability for Premium. Permittee is solely responsible for payment of all insurance premiums required pursuant to this Permit, and the City is not obligated to pay any premiums; provided, however, that if Permittee 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 Permittee's behalf and, after notice to Permittee, the City may recover the cost of those payments with the installment of Rents next due, plus fifteen percent (15%) administrative charge, from Permittee.
- N. Proof of Insurance. Within thirty (30) days of full execution of the Permit and at any time during the term hereof, Permittee shall furnish the City with certificates of insurance and endorsements reflecting Permittee's insurance obligations hereunder. At least fifteen (15) days prior to the expiration of any such policy, Permittee shall submit to the City a certificate, and all required endorsements, showing that such insurance coverage has been renewed. If such coverage is canceled or reduced, Permittee shall, within fifteen (15) days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate, and all required endorsements, showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Permittee, the City has the right to examine Permittee's insurance policies as they relate to this Permit.
- O. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Permittee, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- P. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Permit 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 Permittee industry as well as that of Permittee, and, based on the written recommendations of such consultant, and in consultation with Permittee, to reasonably adjust the insurance coverages and limits required herein but not more often than every twenty-four (24) months.

SECTION 702. PERMITTEE ACTIONS AFFECTING INSURANCE. Permittee must 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 Permit. If such Permittee's act, or failure to act, causes cancellation of any policy, then Permittee shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Permittee does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Permittee shall immediately remedy such actions and pay the increase in premiums,

upon Notice from the City to do so; but in any event, Permittee will hold the City harmless for any expenses or damage resulting from any such action.

SECTION 703. INDEMNIFICATION.

A. Permittee shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents, contractors, representatives 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 Permit, or Permittee's use of the Airport or other areas or facilities at the Airport by Permittee, its agents, employees, contractors, or subcontractors, including, but not limited to:

1. the acts or omissions of Permittee, its agents, employees, contractors, licensees, invitees or suppliers;
2. Permittee's conduct of its Into-Plane Fueling business at the Airport; and
3. any violation by Permittee under this Permit of its use of the Airport or any provision, warranty, covenant, or condition of this Permit.

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

B. Permittee 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 Airport, or which arise out of the operations of Permittee or by reason of Permittee's occupancy of the Airport 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 Permittee-related receipts. However, Permittee may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Permittee to contest or appeal the same. Permittee 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 Permittee. Permittee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

C. Permittee 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 Permittee, its agents, employees, contractors, or suppliers, in conjunction with Permittee's use or occupancy of the Airport. Permittee will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Permittee shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Permittee may enter into related to its activities as an Into Plant Fueling Agent at the Airport 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 Permit prohibiting or limiting assignments, subletting or subcontracting.

- D. Permittee 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 Permittee or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.
- E. If a prohibited incursion into the air operations area occurs, or if the Airport Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Permittee's employees, agents, contractors, licensees, invitees or suppliers, and such incursion or breach results in a civil penalty action against the City, Permittee 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 Permittee 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. Permittee's obligation to defend and indemnify past officers, employees, and agents of the City applies 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, or any of the Indemnified Parties.
- G. The City shall promptly notify Permittee of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Permittee hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Permittee 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 Permittee.
- H. The duty to defend, indemnify, hold harmless, and reimburse applies to any claim, demands,

or suits made against the City for which Permittee 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 Permittee herein agrees to indemnify and hold the City harmless, the City shall promptly notify Permittee of such claim and, if Permittee does not settle or compromise such claim, then Permittee shall undertake the legal defense of such claim both on behalf of Permittee and on behalf of the City, at Permittee's expense; provided, however, that Permittee shall immediately notify City if a conflict between the interests of Permittee and City arises during the course of such representation. Permittee 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 Permit. 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 Permittee in accordance with this Section. Any final judgment rendered against the City for any cause for which Permittee is liable hereunder is conclusive against Permittee as to amount upon the expiration of the time for appeal therefrom. 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. Permittee shall invite the City, at its own expense except as otherwise provided herein, 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, Permittee has no obligation to defend, indemnify, or hold harmless the City 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 Permit. Permittee understands and agrees that any insurance protection furnished by Permittee pursuant to Section 701 in no way limits Permittee's responsibility to indemnify and hold harmless the City under the provisions of this Permit.

SECTION 705. CITY NOT LIABLE. Unless otherwise expressly provided for in this Permit, the City is not in any event liable to Permittee for:

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

- B. Permittee'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 Permittee's business or other operations or activities, or which might otherwise cause damages to Permittee through loss of business, destruction of property, or injury to Permittee, its officers, directors, employees, agents, contractors, suppliers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or
- D. bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE VIII MERGERS AND ASSIGNMENTS

Section 801. Mergers and Consolidations. If Permittee consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Permittee) or consolidation or the company to which such transfer or conveyance is made will (i) expressly assume in writing and agree to perform all of Permittee's obligations hereunder, (ii) be qualified to do business in the State of Missouri, (iii) be qualified to perform as an Into-Plane Agent at the Airport in the City's sole determination, and (iv) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Permit. If Permittee is the surviving business entity in such a merger, the express assumption referred to in this Section will not be required.

Section 802. Permittee Assignments. Permittee will not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Permit other than in connection with a transaction referenced in Section 701. No Assignment of this Permit will be effective without advance approval of the City. If Permittee fails to obtain advance approval from the City of any such Assignment, the City, in addition to the rights and remedies set forth in Article VIII and by law, has the right, in its sole discretion, to hold Permittee responsible for continued performance of its obligations throughout the term, or to immediately terminate this Permit, and the assignee will acquire no interest herein or any rights under this Permit.

Section 803. City Approval of Assignments. No Assignment of this Permit other than in connection with a transaction referenced in Section 701 will be effective without advance

approval of the City, which may approve condition or deny such Assignment in its sole discretion pursuant to City Ordinance 63687.

ARTICLE IX DEFAULT AND TERMINATION

Section 901. Events of Default. Each of the following constitutes an "Event of Default" under this Permit:

- A. Permittee fails to punctually pay when due any Fees or any other sum required to be paid hereunder, and such failure continues for a period of 15 days after Notice of non-payment has been given to Permittee by the City.
- B. Permittee fails to keep, perform and observe any promise, covenant or other provision of this Permit for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, will not give rise to the City's right to terminate this Permit if corrective action is instituted by Permittee within such 30 day period and diligently pursued until the failure is corrected.
- C. Any representation or warranty of a material fact made by Permittee herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.
- D. Permittee discontinues its conduct of business at the Airport for a period of 30 consecutive days or, after exhausting or abandoning any further appeals, Permittee is prevented for a period of 30 consecutive days by action of any governmental agency other than the City from conducting its business as Into-Plane Agent at the Airport.
- E. Permittee fails to meet and maintain any of the Security Deposit requirements in accordance with Section 504.
- F. Permittee fails to maintain the minimum required insurance coverage as required by Section 601 for a period of 30 days after Notice specifying such failure by the City, provided that the City has the right to immediately suspend Permittee's right to do business at the Airport until Permittee has obtained the minimum required insurance coverage.
- G. Permittee becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

- H. Permittee files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Permittee under any chapter of the Bankruptcy Code.
- I. Permittee is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Permittee's creditors or stockholders seeking Permittee's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.
- J. A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Permittee and is not dismissed or stayed within 60 days after the filing thereof.
- K. By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Permittee and such possession or control continues in effect for a period of 60 days.
- L. Permittee becomes a business entity in dissolution.
- M. The letting, license, or other interest of or rights of Permittee hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (G) through (M) of this Section.
- N. Permittee enters into an Assignment which is not approved by the City in accordance with the provisions of Article VII.

Section 902. Termination by the City.

- A. Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default terminate this Permit and/or Permittee's rights granted hereby, but without discharging any of Permittee's obligations hereunder.
- B. In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Permittee, unless otherwise mutually agreed by Permittee and the City.

- C. The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, Permit or covenant of Permittee hereunder, including collection of amounts due.
- D. All rights and remedies given to the City herein and all rights and remedies granted to the City by law are cumulative and concurrent.
- E. In no event will this Permit or any rights or privileges hereunder be an asset of Permittee under any bankruptcy, insolvency, or reorganization proceedings.

Section 903. Termination by Permittee.

At any time that Permittee is neither in default nor has committed an Event of Default hereunder, Permittee may terminate this Permit to the extent set forth below, at Permittee's option, prior to the scheduled expiration date set forth in Section 401, by giving the City 10 days' advance Notice upon or after the happening and during the continuance of any of the following events:

- A. Any action of any federal, state, county, or municipal governmental agency refusing to permit Permittee to operate into, from, or through the Airport as Permittee has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 60 days;
- B. Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Permit for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Permittee; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, will not give rise to Permittee's right to terminate this Permit if corrective action is instituted by the City within such 30 day period and diligently pursued until the failure is corrected; or
- C. Permittee is prevented from conducting its business at the Airport for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Permittee.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1001. Relationship of Parties. Nothing herein contained is intended or will be construed to create or establish any relationship other than that of Permitter and Permittee, and nothing herein will be construed to establish any partnership, joint venture or association or to make Permittee the general representative or agent of the City for any purpose whatsoever.

Section 1002. Amendment. Except as otherwise expressly provided herein, this Permit may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1003. Subordination to Agreements with the United States.

- A. This Permit will be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Permittee will not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.
- B. All provisions of this Permit will be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights will supersede any provisions of this Permit inconsistent with the operation of the Airport by the United States of America.

Section 1004. No Third Party Beneficiaries. This Permit is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied gives or should be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1005. Binding Contract; Counterparts; Facsimile Signatures. This Permit will become effective and binding only upon the execution and delivery hereof by the City and Permittee. This Permit and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which will be original, but all of which together will constitute one document or instrument, and it will constitute sufficient proof of this Permit to present any copy, electronic copies or facsimiles signed by the parties hereto.

Section 1006. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Permit by reference and made a part hereof as though set forth in full in this Permit to the extent they are consistent with its conditions and terms.

Section 1007. Survival of Warranties. All warranties and covenants set forth in this Permit survive the execution and performance of this Permit.

Section 1008. Quiet Enjoyment. Upon payment of all amounts due hereunder and performance of the covenants and warranties on the part of Permittee to be performed hereunder, the City will not act or fail to act, except as otherwise provided by this Permit, in a manner that will prevent Permittee from peaceably having and, in accordance with the terms hereof, enjoying the rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1009. No Personal Liability.

- A. The City is not liable for any acts or omissions of any Permittee or any condition resulting from the operations or activities of tenants or their representatives.
- B. No director, officer, employee, or agent of the City or Permittee will be charged personally or held contractually liable by or to the other party under any term or provision of this Permit or because of any breach hereof or because of its or their execution of this Permit. Any administrative complaint brought against the City relating to any aspect of this Permit must be brought against the City and not against named individual respondents.

Section 1010. Governing Law and Forum Selection. This Permit is made and entered into in the State of Missouri, and Missouri law governs and applies to this Permit. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Permit must be brought only in a federal or state court in the City of St. Louis, Missouri. Permittee and the City hereby admit and consent to the jurisdiction and venue of such courts. The provisions of this section survive the expiration or termination of this Permit.

Section 1011. Communications and Notices.

- A. Except as otherwise expressly provided in this Permit, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder must be in writing.

If to the City, to: Airport Director
 St. Louis Lambert International Airport
 10701 Lambert International Boulevard
 P.O. Box 10212
 St. Louis, Missouri 63145

If to Permittee, to: Airport Terminal Services
 940 Westport Plaza Drive, Suite 101
 St. Louis, MO 63146
 Attn: Contracts Administration

With a copy to: contractsadministration@atstl.com

or to such other person or address as either the City or Permittee may hereafter designate by Notice to the other in accordance with Subsection 911(B).

- B. All Notices required by this Permit must be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Permittee at the addresses set forth in Subsection 911(A), with copy to:

If to the City: Office of the City Counselor
 Airport Legal Department
 10701 Lambert International Boulevard

P.O. Box 10212
St. Louis, Missouri 63145

If to Permittee: Airport Terminal Services
940 Westport Plaza Drive
Suite 101
St. Louis, MO 63146
Attn: Contracts Administration

With a copy to : contractsadministration@atsstl.com

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

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

Section 1012. Force Majeure.

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

Section 1013. Invalid Provisions. If any covenant, condition, or provision in this Permit is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision will be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the

parties, it will be stricken. If stricken, all other covenants, conditions and provisions of this Permit will remain in full force and effect. If the Federal Aviation Administration or its successors request modifications or changes to this Permit, which changes are a condition precedent to obtaining federal or state funds for the improvement of the Airport, Permittee hereby consents to any and all such modifications or changes as may be requested, and Permittee agrees to immediately execute an amendment to this Permit to reflect the requested modifications or changes.

Section 1014. No Waiver. No provision of this Permit will be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor will any custom or practice that may evolve between the parties in the administration of the terms of this Permit be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Permit.

Section 1015. City's Rights and Remedies are Cumulative. All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1016. Construction of Permit. The parties hereto acknowledge that they have thoroughly read this Permit, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

Section 1017. Timing. The parties expressly agree that time is of the essence in this Permit. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, relieves the other party, without liability, of any obligation to accept such performance.

Section 1018. Representatives. The City and Permittee will each designate a representative who, except as otherwise provided hereunder, will be authorized to act for the City and Permittee, respectively, with respect to any actions to be taken by either of them under the terms of this Permit. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative will be the Airport Director. Permittee's representative must be designated in a Notice delivered to the City. Any party hereto may change its designated representative by Notice to the other party.

Section 1019. Approvals.

- A. Whenever in this Permit any approval is required, such decision will be promptly rendered and must not be unreasonably withheld or conditioned. No disapproval will be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.
- B. Unless otherwise required by state or local law, wherever in this Permit the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided

herein. In taking such actions, the Airport Director will act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

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

Section 1020. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Permit extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto. This provision does not constitute a waiver of any conditions regarding the assignment or subletting contained in this Permit. Notwithstanding any other term or provision of this Permit, the City may assign this Permit at its sole discretion by providing Notice to Permittee as described in Section 1011 herein.

Section 1021. Authority to Execute. The person(s) executing this Permit on behalf of Permittee warrants to the City that Permittee is a duly authorized and existing corporation, that Permittee is qualified to do business in the State of Missouri, that Permittee has full right and authority to enter into this Permit, and that each and every person signing on behalf of Permittee is authorized to do so.

Section 1022. Other Agreements. The City acknowledges that Permittee, or any current or past affiliate of Permittee, may have entered into other agreements with the City with respect to Permittee's operations at the Airport, which agreements may grant certain additional rights to, and impose certain additional obligations upon, Permittee in addition to those rights and obligations set forth herein. Nothing in this Permit serves to restrict any such additional rights or obligations, nor does this Permit alter, amend, clarify or affect the interpretation of any other prior, existing or future agreement between the City and Permittee.

Section 1023. Entire Permit. This Permit, including the attached exhibits, embodies the entire Permit between the City and Permittee relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Permittee relating thereto.

Section 1024. FAA Non-Discrimination. The Permittee for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- A. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Airport 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 Permittee 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 Airport;

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

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

D. the Permittee will use the Airport or facilities, structures, or improvements within the Airport in compliance with the Acts and Regulations; and

E. for purposes of this Section 924, references to "Acts or Regulations" will mean or include the following statutory and regulatory cities, 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).

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:39:58 +0000

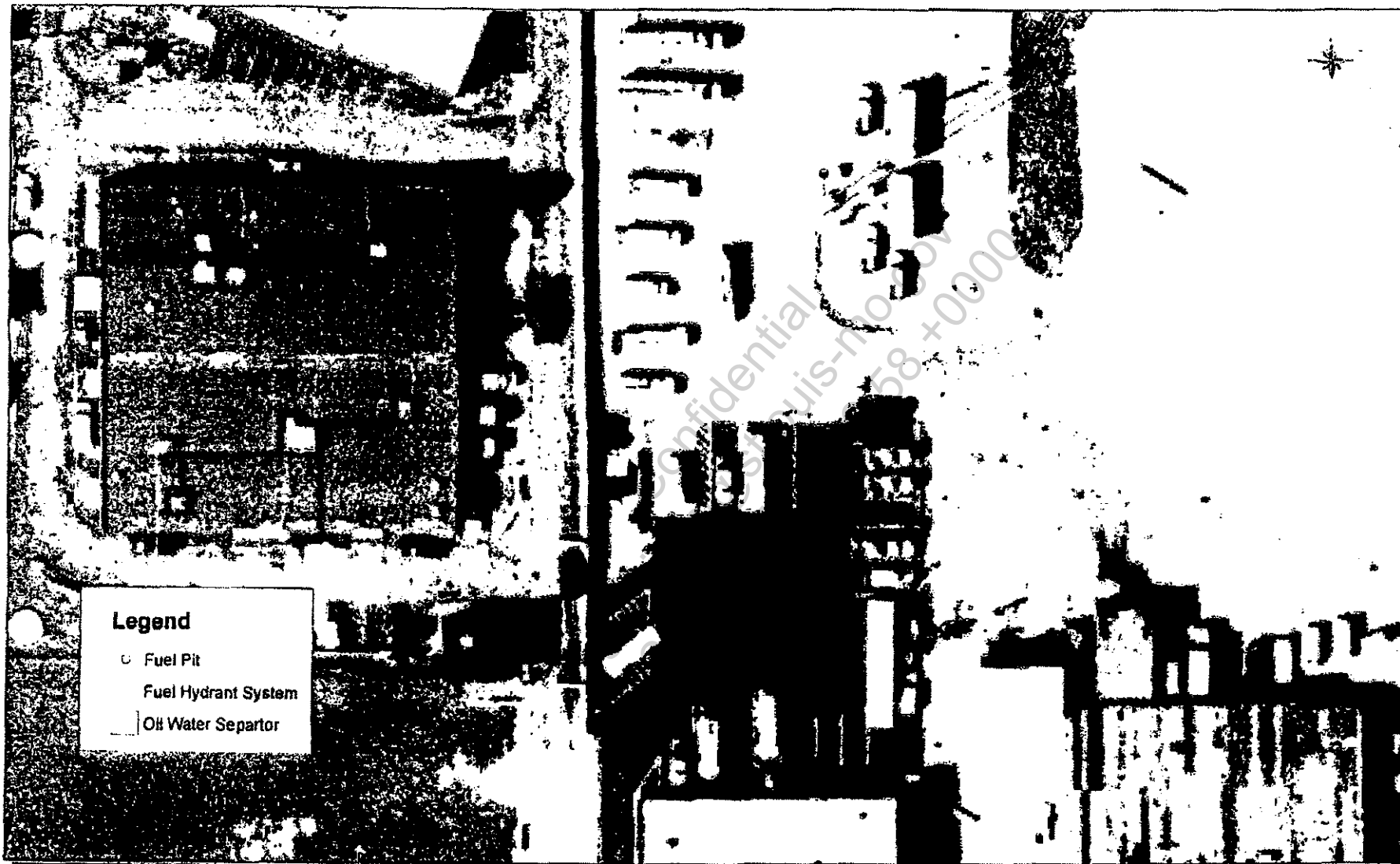
Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:39:58 +0000

EXHIBIT “A”

FUEL HYDRANT SYSTEM

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:39:58 +0000





Legend

- Fuel Pit
- Fuel Hydrant System
- Oil Water Separator



LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT ®

Exhibit "B"
Fuel Hydrant System
St. Louis Fuel, LLC

This document and its contents are controlled by Lambert-St. Louis International Airport. The reproduction or dissemination of this document, in any form thereof, for any purpose is prohibited without the written permission of the Lambert-St. Louis International Airport. The information contained herein is for internal use only and does not constitute an offer, and the Lambert-St. Louis International Airport does not make any warranties in its representation or otherwise. The information is not to be used for any purpose other than that for which it was provided. The information is not to be used for any purpose other than that for which it was provided.

Prepared By: WT
Date: Jan. 1, 2012
Reviewed and Approved by: [Signature]
Date: [Signature]

EXHIBIT “B”

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:39:58 +0000

CONFIDENTIAL

2019 AUG 29 AM 10:55

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:39:58 +0000