

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



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

**LACLEDE VENTURE CORP. LEASE AGREEMENT**

**AL# -230**

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

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT**, made and entered into as of the 25 day of February, 2013, ("**Effective Date**") by and between The CITY OF ST. LOUIS, a municipal corporation of the State of Missouri, ("**City**" or "**Lessor**"), and LACLEDE VENTURE CORP., a Missouri corporation with its principal place of business at 720 Olive St., St. Louis, MO, 63101 ("**Lessee**").

**WITNESSETH, THAT:**

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

**WHEREAS**, Lessee wishes to enter into this Lease Agreement with the City for the operation of a Compressed Natural Gas ("**CNG**") Fuel Station on the Leased Premises that will be designed and constructed by Lessee and its contractors and used to serve the fueling needs of the Airport and the public.

**NOW, THEREFORE**, for and in consideration of the promises, representations, warranties, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Lessee agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 101. Definitions. Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Lease Agreement:

"**Adjusted Rent**" means the rent adjusted in accordance with Sections 404.

"**Agents of City**" means Agents of the City as defined in Section 901A.

"**Agents of Lessee**" means Agents of the Lessee as defined in Section 901A.

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

"**Airport Properties Department**" or its successor department means that department of the St. Louis Airport Authority that has as its primary responsibility the administration of all tenant,

permittee, concessionaire and other space at the Airport, and shall be Lessee's point of contact with the Airport or the City on all issues related to this Lease Agreement.

**"Anniversary Month"** means the month on which the fifth (5<sup>th</sup>) anniversary of the Commencement Date occurs, and each fifth (5<sup>th</sup>) anniversary thereafter during the Initial Term and any Renewal Term.

**"Bankruptcy Code"** means the Federal Bankruptcy Code as set forth in 11 U.S.C. §§ 101 et seq., and as it may be amended from time to time.

**"Base Index"** means the Index in effect on the first month in which the Commencement Date occurs, and then, after computation of the first Index Rent Escalation (see Sections 404 and 405), the Index in effect on each previous Anniversary Month.

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

**"Commencement Date"** means the first day of the month following the Effective Date, as written by the City in Section 301 of this Lease Agreement.

**"Completion Date"** means the date in which Substantial Completion occurs; however, in no event shall the Completion Date be later than twelve (12) months after the end of the Environmental and Title Period. The Director on behalf of the City shall provide written notice of the Completion Date to the Lessee (see Sections 301 and 601.C.i herein).

**"Compressed Natural Gas" or "CNG"** shall mean a fuel substitute made by compressing natural gas.

**"Conditioned Cure Period"** means the Conditioned Cure Period as defined in Section 203.B.

**"Contract Year"** means a consecutive twelve (12) month period commencing on the Commencement Date.

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

**"Director"** means the Director of Airports of the City of St. Louis or his/her authorized or designated representatives.

**"Discharge"** has the meaning ascribed to such term by section 1001(7) of the Oil Pollution Act of 1990, 33 U.S.C. § 2701(7), as may be amended from time to time.

**"Effective Date"** means the date on which this Lease Agreement has been signed and executed by both the Lessee and the City as shown the signature page of this Lease Agreement and written by the City on page 3 of this Lease Agreement.

**"Environmental and Title Due Diligence Period"** means the Environmental and Title Due Diligence Period as defined in Section 203.A.

**"Environmental Laws"** mean all applicable federal, state, and local statutes, ordinances,



regulations, rules, laws, Environmental Permits, permits, permit conditions, and orders relating to the generation, emission, Discharge, Release, use, storage, transportation, or disposal of pollutants, contaminants, Hazardous Materials, wastes, hazardous substances, or chemicals or the preservation or regulation of the environment or natural resources including, without limitation, the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 *et seq.*; the Noise Control Act, 42 U.S.C. §4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. §651 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, as amended by the Hazardous and Solid Waste, Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. §9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right- to-Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §5101 *et seq.*; the Endangered Species Act, 16 U.S.C. §1531 *et seq.*; the National Environmental Policy Act, 42 U.S.C. §4321 *et seq.*; the Toxic Substance Control Act, 15 U.S.C. §2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. §2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, U.S.C. §10101 *et seq.*, as such statutes and laws may be amended from time to time, all state and local laws and ordinances pertaining to the same subjects and 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 and Title Period”** means the Environmental and Title Period as defined in Section 203.F.

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

**“Event of Default”** means an Event of Default as defined in Section 1101.

**“Existing Environmental Conditions”** means the Existing Environmental Conditions as defined in Section 710.

**“Extremely Hazardous Substance”** means any substance designated or considered to be an extremely hazardous substance pursuant to § 302(a) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11002(a), as such may be amended from time to time.

**“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”** shall mean Compressed Natural Gas.

**“Ground Rent”** means the Ground Rent as defined in Section 402.

**“Hazardous Substance”** means any substance designated or considered to be a hazardous substance pursuant to § 101(14) of the Comprehensive Environmental Response, Compensation

and Liability Act of 1980, 42 U.S.C. § 9601(14), as such may be amended from time to time.

**“Hazardous Materials”** means any Extremely Hazardous Substance, Hazardous Substance, Hazardous Waste, Infectious Waste, Oil, Pollutant, Special Waste, Solid Waste, or Toxic Pollutant, and to the extent not otherwise included within the scope of any of these defined terms, Hazardous Materials means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (“PCB’s”), petroleum, petroleum derivative 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, Environmental Permits, or regulations relating to the protection of human health or the environment.

**“Hazardous Waste”** means any substance designated or considered to be a hazardous waste pursuant to either § 1004(5) of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903(5) or § 260.360(11) R.S.Mo., as such may be amended from time to time.

**“Improvements”** shall mean without limitation (unless otherwise expressly provided for herein) buildings, structures, facilities, fixtures or any appurtenances thereto on the Leased Premises, including but not limited to parking lot, and any other structures or facilities which are existing or may be hereafter added, built, or erected by the Lessee or City upon the Leased Premises (see Section 201 entitled “Leased Premises”).

**“Indemnitees”** means the Indemnitees as defined in Section 901.

**“Index”** means the “Consumer Price Index for all Urban Consumers” relating to “U.S. City Average” and issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increase (defined below) shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or failing such publication, by any other nationally chosen recognized publisher of similar statistical information as reasonably selected by the Director. In the event the Index shall cease to be published, then the City and Lessee shall agree upon a new index to be used, and if they are unable to agree within ninety (90) days after the Index ceases to be published, such matter shall be reasonably decided by the Director.

**“Infectious Waste”** means any substance designated or considered to be an infectious waste pursuant to § 260.360(14) Revised Statutes, Missouri, as such may be amended from time to time.

**“Initial Rent”** means the Initial Rent as defined in Section 402.

**“Initial Term”** means the Initial Term as defined in Section 301.

**“Leased Premises”** means the location or locations described in Section 201 that has or have been designated by the City for the occupancy and use by Lessee together with all

“Improvements” thereon including existing improvements or new improvements for its conduct of business and for other uses herein specifically provided by this Lease Agreement.

“**Lease Agreement**” means this Lease Agreement and any subsequent amendments thereto, duly approved by the City and Lessee.

“**Lease Modification Period**” means the Lease Modification Period as defined in Section 203.E.

“**Lessee**” means Laclede Venture Corp., a Missouri company organized and existing under the laws of the state of Missouri and a party to this Lease Agreement.

“**Oil**” means any substance designated or considered to be an oil pursuant to § 1001(23) of the Oil Pollution Act of 1990, 33 U.S.C. § 2701(23), as may be amended from time to time.

“**Percentage Increase**” means the percentage equal to the fraction, the numerator of which is the Index in the Anniversary Month less the Base Index, and the denominator of which is the Base Index.

“**Pollutant**” means any substance designated or considered to be a pollutant pursuant to Section 502(6) of the Federal Water Pollution Act, 33 U.S.C. § 1362(6), as such may be amended from time to time.

“**Release**” has the meaning ascribed to such term by § 101(22) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601(22), as such may be amended from time to time.

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

“**Remediation Work**” means the Remediation Work as defined in Section 703.

“**Removable Fixtures**” shall mean all personal property, trade fixtures, furnishings, equipment and fixtures (including, but not limited to, dispensers, storage modules, compression modules, dryer units, and canopies) installed by the Lessee that are not permanently affixed to any real estate or Improvement including, without limitation, structures, facilities, walls, floors or ceiling on or within the Leased Premises and identified on the Removable Fixtures list submitted to the Director for the Director’s review and approval, as provided for in Section 603 herein.

“**Renewal Term**” means the Renewal Term as defined in Section 302.

“**Reportable Quantity**” means as designated by Missouri’s Code of State Regulations Title 10 Section 24-2.010(8)(C), as may be amended from time to time.

“**Royalty Charge**” means the Royalty Charge as defined in Section 402.

“**Rules and Regulations**” means those lawful rules and regulations including, without limitation, ordinances, resolutions, operating directives, environmental plans and programs, and minimum standards promulgated by the Director, the Airport Commission, and/or the City from time to time, as the case may be, for the orderly administration or operation of the Airport.

“**Special Waste**” means any substance as designated by 10 CSR 80-2.010(108), as such may be amended from time to time.

“**Solid Waste**” means any substance designated or considered as a solid waste pursuant to § 260.200(43) R.S.Mo., as such may be amended from time to time.

“**Sublessee**” means a third party subtenant of Lessee that conducts its business on the Leased Premises pursuant to a sublease agreement with the Lessee that was approved by the City in accordance with Section 1003.

“**Substantial Completion**” means the date on which the construction, installation, alteration, or modification of the Leased Premises pursuant to Article VI hereof is substantially completed as evidenced by a certificate of occupancy, temporary certificate of occupancy and/or other similar governmental approvals that may be required by any federal, state, or local government or agency in connection with the completion, use, or occupancy of the Leased Premises (See Sections 601.C.i and 601.I).

“**Term**” means the Initial Term (see Section 301) and the subsequent Renewal Term (see Section 302), if any.

“**Toxic Pollutant**” means any substance designated or considered to be a toxic pollutant pursuant to § 502(13) of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. § 1362(13), as such may be amended from time to time.

#### Section 102. Interpretation.

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

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

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

(D) Any headings preceding the text of the articles and sections of this Lease 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 Lease Agreement, nor shall they affect its meaning, construction, or effect.

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

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

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

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

## **ARTICLE II LEASED PREMISES**

Section 201. Leased Premises. The City hereby leases and demises to Lessee, and Lessee takes from the City, a tract of land containing approximately 50,806 square feet, together with any Improvements thereon, hereinafter collectively referred to as the "**Leased Premises**" and more fully described on **Exhibit "A"** entitled "Description of Leased Premises" and shown on **Exhibit "B"** entitled "Depiction of Leased Premises", subject to and in accordance with the terms, covenants, warranties, conditions, provisions and reservations of this Lease Agreement.

Section 202. Acceptance of Leased Premises. Subject to the due diligence, inspection, cure and termination provisions of Section 203, Lessee hereby acknowledges that it accepts and receives the Leased Premises in an "**AS IS**" condition with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives with respect to the physical, environmental or structural conditions of the Leased Premises or any portion thereof or otherwise including but not limited to: soil conditions of the land, structural conditions of the buildings or facilities, the geotechnical condition of the Leased Premises, the presence or absence of any Hazardous Materials, any underground or aboveground storage tanks or repositories and related equipment, asbestos and asbestos related materials, water, sewage utilities serving the Leased Premises, or any other matter or thing affecting or relating to the Leased Premises, except as expressly set forth in this Lease Agreement.

The City without limitation expressly disclaims and negates, as to the Leased Premises: any implied or expressed warranty of fitness for a particular purpose; any implied warranty with respect to the condition of the Leased Premises; its compliance with any zoning or other rules, regulations, laws or statutes applicable to the Leased Premises, including but not limited to the

Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.); the uses permitted on the Leased Premises; or any other matter or thing relating to the Leased Premises or any portion thereof, except as expressly set forth in this Lease Agreement.

Section 203. Lessee's Due Diligence/Inspection of the Leased Premises. After the Commencement Date, Lessee may, in accordance with the terms and conditions of this Lease Agreement, perform certain due diligence activities and give the City an opportunity to cure certain found conditions as follows:

- A. During the time period beginning on the Commencement Date and continuing until the 90th Day after the Commencement Date (the “**Environmental and Title Due Diligence Period**”) Lessee, at its sole cost, may (i) perform such environmental and geotechnical assessments or testing as the Lessee, in its sole reasonable discretion, determines to be necessary to assess the presence of Existing Environmental Conditions and to assess the geotechnical feasibility of locating planned Improvements at the Leased Premises, and (ii) obtain a title report or commitment for title insurance for the Leased Premises. Lessee shall, prior to performing any such environmental or geotechnical assessments or testing under this Section 203, submit plans for such assessments or testing to the Director for approval as provided in Section 601.B. herein. Lessee's testing and assessment hereunder shall be conducted to disturb the Leased Premises minimally and disturbed conditions at the Leased Premises shall be restored promptly upon completion of such testing and assessment as near as practical to its original condition, unless otherwise agreed to in writing by the Director.
- B. If prior to or on the expiration date of the Environmental and Title Due Diligence Period Lessee notifies the City of the presence of Existing Environmental Conditions or of geotechnical soil conditions that are unacceptable to Lessee or of title matters or conditions that are unacceptable to Lessee (the “**Nonacceptance Notice**”), the City shall have the right, but not the obligation, to take up to sixty (60) Days after the Nonacceptance Notice is received by the City (the “**Condition Cure Period**”) to remedy or cure such unacceptable Existing Environmental Conditions or geotechnical condition(s) or title matters or conditions and/or to discuss with Lessee a reasonable remedy or cure to the condition(s) contained in the Nonacceptance Notice.
- C. If during the Condition Cure Period the City notifies Lessee in writing that it will not cure the conditions set forth in the Nonacceptance Notice, then the Condition Cure Period will terminate on the date such notice is received by Lessee. Lessee may then terminate this Lease Agreement by submitting a termination notice to the City within five (5) business days after the earlier termination of the Condition Cure Period by the City, and both parties shall have no further obligations under this Lease Agreement.
- D. If the City has not reasonably cured all conditions set forth in the Nonacceptance Notice on or before the end of Condition Cure Period and no written Lease Agreement amendment has been signed by Lessee as set forth in Section 203.E. below, then Lessee may terminate this Lease Agreement by submitting a termination notice to the City within five (5) business days after the expiration of the Condition Cure Period and both parties shall have no further obligations under this Lease Agreement.

- E. If the City has not reasonably cured all conditions set forth in the Nonacceptance Notice on or before the expiration of the Condition Cure Period, but Lessee and the City have reached a written Lease Agreement amendment which contains the terms of a mutually acceptable remedy or cure to the condition(s) not remedied or cured in advance of the expiration of the Condition Cure Period and Lessee has executed the necessary amendment or modification to the Lease Agreement with the express understanding that its offer will remain open until the City's contract amendment approval process is completed or one hundred twenty (120) calendar days after the end of the Condition Cure Period, whichever is sooner (the "**Lease Modification Period**"), then Lessee may not terminate this Lease Agreement under this Section 203 unless the Lease Agreement amendment is not formally executed by the City by the expiration date of the Lease Modification Period. Lessee may terminate this Lease Agreement by submitting a termination notice to the City within five (5) business days after the expiration of the Lease Modification Period if the City has not formally executed the Lease Agreement amendment by the expiration of the Lease Modification Period and upon such notification both parties shall have no further obligations under this Lease Agreement.
- F. At any time during the Environmental and Title Due Diligence Period, the Condition Cure Period or the Lease Modification Period (together, the "**Environmental and Title Period**") Lessee may notify the City that it accepts the environmental and geotechnical and title condition of the Leased Premises (the "**Acceptance Notice**"). Upon receipt of the Acceptance Notice the City shall have no obligation to cure any condition in the Nonacceptance Notice or to execute any Lease Agreement amendment set forth in Section 203.E. and the Environmental and Title Period shall terminate. If Lessee has not submitted a timely Nonacceptance Notice under Section 203.B. or a termination notice under Sections 203.C, 203.D. or 203.E., or if Lessee has submitted an Acceptance Notice then Lessee may make no further objection to the presence of Existing Environmental Conditions or the geotechnical condition of the Leased Premises or of title matters or conditions related to the Leased Premises. **During the Environmental and Title Period Lessee shall not demolish, refurbish, install, excavate, construct any Improvements or otherwise alter or modify or improve the Leased Premises, except as provided for in this Section 203.**
- G. Any time of performance in this Section 203 may be extended by mutual agreement in writing without a formal amendment to this Lease Agreement, as provided in Section 1226.
- H. Except as set forth in this Section 203, the Indemnitees and the Agents of City shall not be liable to Lessee for and Lessee hereby releases the Indemnitees and the Agents of City from any and all claims, liabilities, losses, damages, penalties, costs, and expenses made or incurred as a result of or arising out of Existing Environmental Conditions or the geotechnical condition of the Leased Premises prior to, on or after the Commencement Date, regardless of the Indemnitees and/or the Agents of City's negligence or contribution to such conditions. Lessee shall cause all Sublessees of the Leased Premises to fully release the Indemnitees and the Agents of City as set forth in this Section 203.H.

Section 204. Reservations. The grant of lease hereunder is subject to the following reservations

and conditions:

- A. The City reserves the right, but shall not be obligated, 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 Lessee or Sublessee in this regard.
- B. The City reserves the right to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as the City in its sole and absolute discretion sees fit, regardless of the desires or views of Lessee or any Sublessees, and without interference or hindrance of any kind.
- C. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee or Sublessees from erecting, or permitting to be erected, any building or other structure on the Airport, including the Leased Premises, which in the sole and absolute opinion of the City would limit the usefulness of the Airport or constitute a hazard to aircraft.
- 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 Leased Premises herein conveyed, together with the right to cause or allow in said airspace and/or within the Leased Premises 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 all gas, oil and mineral rights in and under the soil; provided, however, that the City, in the exercise of such rights, shall not unreasonably or materially impair or interfere with Lessee's use of the Leased Premises.
- F. The City reserves the right to grant utility and maintenance rights-of-way to itself and others over, under, through, across or on the Leased Premises, provided that such use will not unreasonably or materially impair or interfere with Lessee's use of the Leased Premises, and provided further that such reservation or grant of rights shall not directly result in cost or expense to Lessee.

Section 205. Access to the Leased Premises. Subject to and in accordance with the provisions of this Lease Agreement, the Lessee shall have the right of ingress to and egress from the Leased Premises, for Lessee's employees, agents, contractors, guests, invitees, licensees, suppliers of materials and providers of service, and its or their equipment, vehicles, machinery, and other property.

Section 206. Access to the Leased Premises by the City. The City reserves and shall have the right to access, ingress to and egress through the Leased Premises without charge therefor, for its employees, contractors, agents, licensees, invitees, and their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property, as may be reasonable under the circumstances, and with as little interruption of Lessee as may be reasonably practical, and upon compliance with Lessee's reasonable security procedures;



provided, however, that no right of the City provided for in this Section 206 shall be so exercised as to unreasonably and materially interfere with Lessee's use and enjoyment of the Leased Premises as provided in Section 1207. If Lessee is not present to permit entry and entry is necessary, the City may, in case of emergency, forcibly enter the Leased Premises without rendering the City liable therefore, except for any damage caused to Lessee's property as a result of such entry or any costs, damages or liabilities arising from City's negligence or willful misconduct. The City's right to access the Leased Premises shall be without charge therefor, and shall be for any purpose necessary for, incidental to, or connected with the City's right and obligation hereunder, or the City's obligations, or the City's capacity as the Airport owner or operator, including, but not limited to, collecting environmental samples and/or performing environmental studies, inspections and/or the remediation. Lessee and Sublessees shall in good faith coordinate and cooperate with the City's environmental sampling, studies, inspections, and remediation efforts.

Section 207. Encumbrances on Leased Premises. The City shall retain the right to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, utilities, pipelines, manholes, connections, water, oil or gas pipelines, telephone and telegraph lines, power lines, utilities, nav aids and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across and along the Leased Premises, or any part thereof, and to enter thereupon at reasonable times for any and all such purposes; provided, however, that no right of the City provided for in this Section 207 shall be so exercised as to materially diminish the utility or value of the Leased Premises, interfere unreasonably with the Lessee's use or enjoyment of the Leased Premises, or result in any material added expense to Lessee in conducting its operations hereunder.

### **ARTICLE III AGREEMENT TERM**

Section 301. Term. The initial term ("**Initial Term**") of this Lease Agreement shall commence on the Commencement Date and shall end at 11:59 p.m. (local prevailing time) on the **Fifteenth** year anniversary of the Completion Date, unless sooner terminated in accordance with other provisions of this Lease Agreement. The Commencement Date shall be written by the City below. In additions, the Director on behalf of the City shall provide written notice of the Completion Date to the Lessee (see Sections 601.C.i and 601.I below).

**Commencement Date:** MARCH 1, 2013

Section 302. Renewal Terms. If Lessee so requests, and provided Lessee is not under an Event of Default and otherwise is in compliance with all the terms, covenants, and conditions of this Lease Agreement, the City shall renew this Lease Agreement in writing upon all the same terms, covenants and conditions, for up to one (1) additional five (5) year term ("**Renewal Term**"). The request by the Lessee shall be exercised by written notice to the City not later than one (1) year prior to the last day of the Initial Term.

Section 303. Surrender of Possession. No notice to quit possession at the expiration date of the Term of this Lease Agreement shall be necessary. Lessee covenants, warrants, and agrees that at the expiration date of the Term of this Lease Agreement, or at the earlier termination hereof, it

will peaceably surrender possession of the Leased Premises in good condition, reasonable wear and tear excepted taking into consideration the maintenance obligations of the Lessee under this Lease Agreement, and City shall have the right to take possession of the Leased Premises with or without due process of law (see Section 201 entitled "Leased Premises" and Section 603 entitled "Title To Improvement And Fixtures").

Before acceptance by the City of the Leased Premises as set forth herein, the City and Lessee shall perform a joint inspection of the Leased Premises being surrendered to the City. Lessee shall perform any reasonable maintenance work requested by the City so that all mechanical systems are fully functional and all facilities are protected from the weather. Said inspection shall be conducted within ninety (90) calendar days prior to the expiration of this Lease Agreement or as soon as practicable following the earlier termination hereof, unless otherwise agreed to in writing. Upon surrendering of possession, Lessee shall give to the City all building plans (*i.e.*, as-built drawings) and mechanical specification manuals on all systems in the Leased Premises.

In the event Lessee does not vacate the Leased Premises during the prescribed time period, including any extension in time hereafter granted to Lessee in writing by the City, Lessee does hereby agree that the City may use any remedy at law or in equity including but not limited to a Writ of Possession to carry out the timely transfer of possession in accordance with the terms, covenants, and conditions of this Lease Agreement (see Section 1205, entitled "Force Majeure").

Lessee further covenants, warrants, and agrees that all obligations of Lessee pursuant to Section 703 entitled "Environmental Remediation" hereof and all closure or other obligations under Environmental Laws shall be timely completed by Lessee prior to the expiration of the Initial Term or any Renewal Term, as applicable, in accordance with and subject to the terms, covenants, and conditions of this Lease Agreement including Article VII. Lessee covenants, warrants and agrees that no less than six (6) months prior to the expiration of the Initial Term or any Renewal Term, as the case may be, or as soon as practicable after the earlier termination hereof, unless otherwise agreed to in writing by the City, Lessee shall timely submit its written plan for completing its Remediation Work in accordance with Section 703 entitled "Environmental Remediation".

Section 304. Removal of Storage Tanks. Lessee covenants, stipulates, warrants, and agrees that at the expiration date of the term of this Lease Agreement, or as soon as reasonably practicable after the earlier termination hereof, unless otherwise agreed to in writing by the City, Lessee shall (i) remove all products or wastes or Hazardous Materials contained in underground and aboveground storage tanks located within or on the Leased Premises installed during the Term of this Lease Agreement, and any connecting piping, tubing, structures, facilities, or other related equipment or fixtures, located on or within the Leased Premises. Such removal shall be in accordance with all Environmental Laws. In addition, any obligations of Lessee pursuant to Section 703 entitled "Environmental Remediation" hereof shall be promptly and timely completed by Lessee prior to the expiration date of the term of this Lease Agreement, or as soon as reasonably practical after the earlier termination thereof in accordance with and subject to the terms, covenants, and conditions of this Lease Agreement.

## ARTICLE IV RENT AND FEES

Section 401. General. Lessee, for and in consideration of the rights and privileges granted herein, agrees to promptly and timely pay the rents and fees as set forth in this Lease Agreement, *without demand*, during the Term of this Lease Agreement.

Section 402. Rent and Royalty Payments.

A. Ground Rent Payment. Beginning on the Completion Date, Lessee shall pay to the City a square foot ground rental rate of **Thirty Five Cents (\$0.35) for an annual ground rent of Seventeen Thousand Seven Hundred Eighty Two Dollars (\$17,782)** (the “**Initial Rent**”). Payments for the “Ground Rent” shall be due in twelve equal monthly installments, in advance, on or before the first day of each month and is subject to Section 403 entitled “Rent Escalation” and Section 404 entitled “Index Rent Escalation”.

B. Royalty Charge. In addition to the Ground Rent, Lessee shall pay a Royalty Charge (“**Royalty Charge**” or “**Royalties**”) equal to **ten cents (\$0.10) per gasoline gallon equivalent** of Compressed Natural Gas (“**CNG**”), sold, pumped or otherwise dispensed from the Leased Premises, as measured by a metering system acceptable to the Director. Royalties shall be due and payable on the 20<sup>th</sup> of each month immediately following the month the Royalties were collected. Any charge or sale on credit shall be treated as a sale for the full price in the month during which such charge or sale is made, regardless of when or if payment is ultimately collected.

Section 403. Rent Escalation. The Initial Rent shall be increased (but not decreased) on the **fifth (5<sup>th</sup>) anniversary** of the Commencement Date, and every **five (5) years** thereafter throughout the Term of this Lease Agreement in accordance with the provisions of Section 404.

Section 404. Index Rent Escalation. If the Index in an Anniversary Month exceeds the Base Index, then the Initial Rent or the previously Adjusted Rent shall be increased by the Percentage Increase to calculate the new **Adjusted Rent**.

Within ninety (90) days following the Anniversary Month, the City shall send Lessee an “Index Comparative Statement” setting forth the following:

1. The Index in the Anniversary Month preceding the date of the statement,
2. The Base Index,
3. The Percentage Increase, and
4. The resulting Adjusted Rent.

Thereafter, on the first day of the calendar month following the month in which the Index Comparative Statement was sent (the “**Current Month**”), Lessee shall pay to the City a sum equal to 1/12<sup>th</sup> of said increase in rent multiplied by the number of calendar months then elapsed since the most recent Anniversary Month, and thereafter, commencing with the Current Month

and continuing monthly thereafter until a new Index Comparative Statement is sent to Lessee, the monthly installments of Ground Rent shall be equal to  $1/12^{\text{th}}$  of the new Adjusted Rent.

An example of the rent escalation outlined in this Section 404, wherein the Initial Rent on the Commencement Date is \$100,000, the Base Index on the Commencement Date is 10, and the Index on the Anniversary Month is 11.

The Percentage Increase shall be  $11-10/10 = 1/10 = 10\%$

The Initial Rent shall increase by 10% so that the new Adjusted Rent shall be \$110,000.

The Base Index for computing the Percentage Increase on the next Anniversary Month shall then be 11.

Section 405. Rent Payments for New Improvements. In recognition that the Lessee will be constructing or causing new Improvements to be constructed without cost or expense to the City and that the Lessee is obligated to pay any property taxes, insurance, and other costs that become payable in respect to the Leased Premises, including any new Improvements, and that all new Improvements will revert to the City at the expiration or early termination of this Lease Agreement in accordance with Section 302 entitled "Surrender of Possession" and Section 603 entitled "Title To Improvements And Fixtures", no rent or fees shall be paid by the Lessee for the new Improvements except as provided for in Section 402 in regard to the Initial Rent and Royalty Charge.

Section 406. Rent and Fee Reporting.

- A. Statement of Royalty Charge. Lessee shall submit to the City by the 20<sup>th</sup> day of the second (2<sup>nd</sup>) and each succeeding month of each Contract Year hereof, two (2) copies of an accurate statement of Royalties, regardless of whether such fees were actually collected by the Lessee. Lessee shall report Royalties on a form approved by the Director. The statement of Royalty Charge shall be certified as accurate by an officer of the Lessee.
- B. Annual Statement of Ground Rent. Lessee shall submit to the City sixty (60) days following the conclusion of each Contract Year, two (2) copies of an accurate statement of Ground Rent paid to the Airport during the previous Contract Year. Lessee shall report annual Ground Rent on a form approved by the Director.
- C. Final Statement of Ground Rent and Royalties. The final statement of Ground Rent and Royalties, regardless of whether such fees were actually collected by the Lessee, will be due by the 20<sup>th</sup> day of the month following expiration of this Lease Agreement.
- D. Certified Audited Report of Ground Rent and Royalties. Lessee shall submit an audited report of Ground Rent and Royalties within one hundred twenty (120) days following the conclusion of each Contract Year. These audit reports must be prepared by an independent Certified Public Accountant. The audit reports shall, at a minimum, certify the accuracy of reported total accumulated Royalties. The audit shall also include a monthly schedule of all CNG sales by volume in gasoline gallon equivalent. The audit shall also include a schedule showing the total actual payments to the City during the Contract Year and shall state an

opinion as to the correctness of the computation of the payments without exception.

- E. Annual Audit Overpayment/Underpayment. In the event the annual audit indicates there was an underpayment of any rents, fees, charges, or other payments due and payable to the City, Lessee shall immediately pay the amount of the underpayment to the City. In the event of an overpayment, Lessee shall deduct the amount of the overpayment from the next scheduled payment. If an overpayment occurs during the last Contract Year, the City will pay the amount of the overpayment to the Lessee within thirty (30) days of receipt of the audit report.

Section 407. Unpaid Rent and Fees. All unpaid rent and fee payments including Ground Rent and Royalties, if any, due to the City hereunder shall bear a service charge of one and one-half percent (1½%) per month if same is not paid and received by the City on or before the 20<sup>th</sup> of the month in which payments are due. Lessee agrees that it shall pay and discharge all costs and expenses including reasonable attorneys' fees, court costs and expenses incurred or expended by City in collection of said delinquent amounts due including service charges.

Section 408. Notice, Place and Manner of Payments. Payments to the City required by this Lease Agreement shall be made at the office of the Director at the address as set forth in Section 1201 below, or at such other place or by whatever payment method that the City may determine as the City may hereafter notify Lessee, and shall be made in legal tender of the United States of America.

Section 409. Additional Fees, Charges and Rents. Lessee shall pay additional fees, charges and rents under the following conditions:

- A. if the City has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse the City; or
- B. if the City is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect or refusal of Lessee to perform or fulfill any of the terms, covenants or conditions of this Lease Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rent thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent payments as set forth herein.

Section 410. Lessee Charges to Sublessees. Lessee warrants, covenants, and agrees that it shall charge fair, reasonable and nondiscriminatory rents, and charges to its Sublessees for the use of the Leased Premises, or portions thereof.

Section 411. Performance and Payment Bond. The Lessee shall furnish a Performance and Payment Bond or other form of security in a form acceptable to the City in the principal amount of Fifty Thousand Dollars (\$50,000.00) prior to the execution of this Lease Agreement. Such bond or other form of security agreed to by the City shall remain in full force and effect throughout the term of this Lease Agreement and shall extend at least one hundred eighty (180) days following the expiration or early termination of this Lease Agreement. In the event that

said bond should expire prior to expiration or early termination of this Lease Agreement, Lessee 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 Lease Agreement. The Performance and Payment Bond will be in a form of 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 than 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 security agreed to by the City, Lessee agrees to furnish a replacement Performance and Payment Bond or other form of deposit in the same principal amount within twenty (20) days.

Section 412. Prompt Payment of Taxes and Fees. Lessee warrants, covenants and agrees to pay promptly all lawful taxes or payments in lieu of taxes, sales taxes, general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and acquire and keep current all permits, licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport under this Lease Agreement and further covenants and agrees not to permit any of said taxes, payments assessments, fees and charges to become delinquent.

Section 413. Accounting Records and Reports. During the term hereof, Lessee shall make available in the St. Louis area true, accurate, complete and auditable records of all business it conducts on the Leased Premises. Lessee shall make same records available in the St. Louis area for one (1) year following the expiration or early termination of this Lease Agreement. These records shall be accessible during usual business hours to the City or its duly appointed agents or auditors. Lessee 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 or its duly appointed agents or auditors, at the Lessee's place of records.

Section 414. Right to Audit.

- A. City, or its duly appointed agents or auditors, reserve the right to audit Lessee's and any sublessee's records of all business it conducts on the Leased Premises under this Lease Agreement.
- B. Upon ten (10) business days prior written notice, the Lessee "records" shall be open to inspection and subject to audit and/or reproduction during normal working hours within the greater St. Louis metropolitan area. A City representative may perform such audits or an outside representative engaged by the City. The City or its designee may conduct such audits or inspections throughout the term of this Lease Agreement, and for a period of three (3) years after the early termination or the expiration of the Lease Agreement, or longer if required by law.
- C. The Lessee's "**records**" as referred to in this Lease Agreement shall include any and all information, materials, and data of every kind and character, including without limitation,

records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, communities, arrangements, notes, daily diaries superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by this Lease Agreement. Such records subject to audit shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations if applicable) as they may apply to costs associated with this Lease Agreement. Such records shall include (hard copy, as well as computer readable data if reasonably available), written policies and procedures; time sheets; payroll registers; cancelled checks; original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries; and any other Lessee records which may have a bearing on matters of interest to the City in connection with the Lessee's work for the City to the extent necessary to adequately permit evaluation of Lessee's or Sublessees' compliance with the terms, covenants, and conditions of this Lease Agreement or the performance of the services contemplated herein.

- D. If the results of the audit(s) reveal a discrepancy of more than five percent (5%) between Royalties reported by the Lessee and Royalties determined by the audit, the cost of the audit shall be borne by the Lessee.
- E. If, as a result of an audit by any governmental entity, Lessee is required to restate Royalties as defined herein, Lessee will, within thirty (30) days of finalization of the audit, report the change in Royalties to the Airport. If the change in Royalties results in Lessee owing additional fees Lessee will, within thirty days (30) remit to the City the additional fees.

## ARTICLE V USE OF LEASED PREMISES

Section 501. Use. The City hereby grants to Lessee, subject to all the terms, covenants, and conditions of this Lease Agreement, permission to occupy and use the Leased Premises, to demolish any existing Improvements and to construct or make new Improvements subject to and in accordance with Article VI for the operation of a fully functioning, public access Fuel station providing Compressed Natural Gas ("CNG") fueling, capable of accepting at least three (3) nationally recognized commercial fleet credit cards.

Section 502. Prohibited Use. Except as specifically and expressly allowed above or approved by the Airport Director, Lessee shall not use or permit the use of the Leased Premises or any part thereof for any other purpose, except upon prior written consent of the Airport Director. Prohibited uses included, but are not limited to convenience store and food sales, paid parking, and ground transportation.

Section 503. Minimum Capital Investment. Lessee is required to expend a *minimum* of **Two Million Five Hundred Thousand dollars** for the development, construction, installation, modification or alteration of the Leased Premises ("**Minimum Capital Investment**"), as

outlined on EXHIBIT "C" entitled "Description of Development & Schedule" that is attached hereto and incorporated herein, which costs shall include, without limitation: (i) site development costs, (ii) construction costs, (iii) demolition costs, (iv) financing costs, and (v) associated architectural and engineering fees; provided, however, that all such costs may be properly capitalized in accordance with generally accepted accounting principles ("GAAP"). In accordance with this Section 503, Lessee shall expend or cause to be expended the required Minimum Capital Investment not later than twelve (12) months from the end of the Environmental and Title Period (see Article VI entitled "Construction or Modification of the Leased Premises").

Lessee and City acknowledge and agree that the parties may amend or modify EXHIBIT "C" administratively without a formal amendment to this Lease Agreement. The Director, on behalf of the City and in the best interest of the traveling public is hereby authorized to make such changes or modifications. Lessee acknowledges and agrees that any deviation or modification to EXHIBIT "C" shall require the Director's prior written approval.

Section 504. Certification of Minimum Capital Investment. Within 120 calendar days after the Completion Date as defined in Section 101, Lessee shall provide to the Director a Minimum Capital Investment Report ("**Report**") detailing the costs incurred by the Lessee for the development of the Leased Premises. The Report shall be prepared from records of the Lessee, in accordance with generally accepted accounting principles, and supported by appropriate documentation as reasonably requested by the Director. The Report shall be verified by a sworn statement of an authorized officer of the Lessee, including certification that the costs were made for the development of the Leased Premises.

Lessee is encouraged by City to timely and productively expend the entire Minimum Capital Investment; however, in the event Lessee's actual expenditures or cost for the redevelopment and reconstruction of the Leased Premises as outlined on Exhibit C are less than the Minimum Capital Investment, the difference shall be an item of additional payment due and payable to City within thirty (30) days after the receipt of an invoice for such difference from City.

Section 505. Compliance with Laws and Regulations. Lessee hereby covenants, stipulates, represents, warrants, and agrees that Lessee's and any Sublessee's use of the Leased Premises shall comply with the Rules and Regulations, the Airport Certification Manual, and the Airport Layout Plan on file at the office of the Director, the Environmental Laws, Environmental Permits and with all other statutes, laws, ordinances, orders, judgments, decrees and regulations of all federal, state, local and other governmental authorities, now or hereafter applicable to the Leased Premises.

Lessee further covenants, stipulates, represent, warrants, and agrees to abide by all federal, state, and local laws, rules, regulations, and ordinances related to: (1) the transportation, storage, use, manufacture, generation, treatment, recovery, generation, disposal, Discharge, spilling or Release of Hazardous Materials; (2) the transportation, storage, use, manufacture, generation, treatment, recovery, generation, disposal, Discharge, spilling or Release of natural gas, Oil or other petroleum products or derivatives; (3) the Discharge of effluents, Pollutants, and/or Toxic Pollutants to publicly owned treatment works, storm water systems, or to water of the United States or tributaries thereof; (4) the emission of any regulated substance into the air; (5) the



transportation, storage, use, manufacture, generation, treatment, recovery, generation, disposal, Discharge, spilling or Release of Infectious Waste or Solid Waste; (6) the transportation, storage, use, manufacture, generation, treatment, recovery, recycling, reclamation, disposal, Discharge, spilling or Release of waste tires, waste Oil, used Oil, and/or used lead-acid batteries; and (7) the transportation, storage, operation, use, removal, disposal, remediation and compliance issues regarding any and all above or underground storage tanks installed during the Term of this Lease Agreement, and any connecting piping, tubing or other related equipment, facilities, or structures until said storage tanks including any connecting piping, tubing or other related equipment, facilities, or structures are removed by the Lessee at its sole cost, unless otherwise agreed to by the City in writing (see Section 303 entitled "Surrender of Possession"). Lessee shall promptly and timely in writing notify the Director of any violation of a law, rule, regulation or ordinance for the protection of the environment or human health (see Section 506.P entitled "Environmental Responsibilities" and Section 702 entitled "Duty to Notify City"). In addition, Lessee shall be responsible, at its sole cost, for securing all Environmental Permits, operating permits, licenses, or approvals for the Leased Premises to the extent such permits, licenses, or approvals are required for its activities or operations within the Leased Premises by federal, state or local laws, rules, regulations and ordinances including, without limitation, air, water and waste disposal permits (see Section 701 entitled "Environmental Permits").

Lessee shall make available to City upon request all permits, licenses, approvals, reports, plans, correspondence, and other records related to the Leased Premises that are required or maintained in connection with any Environmental Laws, Environmental Permits, rules, regulations or ordinances (see Section 706 entitled "Review of Environmental Documents"). During the term of this Lease Agreement, City and/or its agents or employees shall have the right to periodically inspect the Leased Premises to evaluate to its satisfaction Lessee's compliance with applicable Environmental Laws, rules, regulations and ordinances and with the terms of this Lease with respect to such matters in accordance with Section 704 entitled "Access for Environmental Inspection".

Lessee's failure to comply with any provision of this section shall be considered a material breach of this Lease Agreement. If such a material breach occurs, City, at its sole discretion, may terminate this Lease Agreement, and/or seek other remedies at law or in equity in accordance with Article XI.

**Section 506. Repairs and Maintenance.** Lessee shall, throughout the Term, at its own cost, and without any expense to the City, keep, repair and maintain the Leased Premises, including the interior and exterior, structural and non-structural portions of all Improvements including, without limitation, the plumbing, heating, lighting, air conditioning, fire protection systems, storage tanks, product piping, pumps, valves and other systems in connection therewith, in good and safe condition, sanitary and neat order, and shall make all necessary repairs and maintenance thereto, ordinary and extraordinary, foreseen and unforeseen, and shall make all necessary replacements thereto of like quality when beyond repair, including but not limited to offices, buildings, parking lots and fueling facilities. Lessee shall restore, rehabilitate, or replace all Improvements that may be destroyed or damaged by fire, casualty or any other cause whatsoever; notwithstanding the foregoing, Lessee shall have no obligation to restore, rehabilitate, or replace any Improvements added, built, or erected by the Lessee during the Term of this Lease Agreement that may be destroyed or damaged by fire, casualty or any other cause

whatsoever during the last two (2) years of the Term (a “**Late Term Destruction Event**”). In the event there is a Late Term Destruction Event, Lessee may, at Lessee’s sole election, terminate this Lease Agreement upon forfeiture of the Performance and Payment Bond to the City. The City shall not be obligated to perform any maintenance or make any repairs or replacements of any kind, nature or description, to the Leased Premises including any Improvements.

Without limiting the generality of the foregoing, Lessee shall keep all portions of the Leased Premises in an orderly, neat, clean and safe condition and in good repair.

- A) Custodial Service. Lessee shall be responsible for all cleaning, custodial and janitorial services required to meet its obligations hereunder, and perform custodial services daily.
- B) Debris. Lessee shall keep all waste, papers and debris picked up from the Leased Premises.
- C) Lessee Property. Lessee shall confine all handling and holding of Lessee’s property to the Leased Premises.
- D) Landscaping. Lessee shall sweep the pavements thereon as often as necessary to keep clean, and keep all grass mowed, and shrubbery and other plantings pruned, trimmed and maintained to high standards within the Leased Premises.
- E) Pest Control. Lessee shall keep the Leased Premises free of all pests and provide pest control services as needed.
- F) Waste Disposal. Lessee, at its sole cost and expense, shall also provide for complete, sanitary handling and Disposal of all Solid Waste, trash, garbage and refuse (liquid or solid) in accordance with all local, state and federal rules and regulations and the standards established by the Director of Airports applicable to all Airport tenants. Such standards may require the use of special devices including, but not limited to, special containers, compactors, and disposal systems. Lessee agrees to promptly provide and install same and to abide by such standards.
- G) Recycling. If the City establishes a recycling program, Lessee will fully participate in said recycling program. Lessee must comply with all applicable City, county, state and federal regulations regarding recycling.
- H) Pavement Maintenance. Lessee shall provide for essential streets, walkways, and pavement maintenance within the Leased Premises. Lessee shall insure that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Leased Premises.
- I) Snow & Ice. Lessee shall provide for snow and ice removal within the Leased Premises.
- J) Fire Protection. Lessee shall keep the Leased Premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.
- K) Maintenance of Building and Structures. Lessee shall maintain all buildings and structures on the Leased Premises to prevent exterior or interior damage from water or other elements. This requirement includes immediate replacement of broken windows,

doors and locks with like materials. Lessee shall promptly repair all damage to the Leased Premises.

- L) Trade Fixtures\Removable Fixtures. Lessee shall keep all Removable Fixtures including, without limitation any trade fixtures and equipment on the Leased Premises in good and safe condition, order and repair at all times; all Removable Fixtures, trade fixtures and equipment that become damaged so as not to present a good appearance or that become incapable of being kept in good and safe working order shall be removed and, if applicable, replaced by Lessee, at its sole cost and expense, on a timely basis. All maintenance, repair and replacement of Removable Fixtures, trade fixtures and equipment shall be at Lessee's sole cost and expense.
- M) Security of Leased Premises. Lessee shall, at its sole cost and expense, take such measures as may be necessary, in its sole discretion, to cause the Leased Premises to be kept secure and safe at all times. The City shall have no obligation or responsibility to keep the Leased Premises policed, secure or safe.
- N) Obstruction Lights. Lessee shall, at its sole cost and expense, provide and maintain obstruction lights and all similar equipment or devices now or at any time required by any applicable law, rule or regulation or ordinance, or any municipal, state or federal regulation.
- O) Drainage Facilities. Lessee shall comply with the Airport's Storm Water Detention Design Criteria and Guidelines dated December 1986 as revised from time to time, as well as all applicable Metropolitan Sewer District ("MSD") and FAA requirements for stormwater retention, as well as any and all applicable Environmental Laws, Environmental Permits, and/or federal, state, and municipal regulations. Lessee shall establish a system of periodic inspections, cleaning and maintenance to keep watercourses, catch basins and other drainage structures, as the case may be, on the Leased Premises functioning at full design capacity. Inspection, cleaning and maintenance intervals shall be established by the Director with reports to be submitted by Lessee within thirty (30) calendar days of completion of each inspection, cleaning and maintenance (see Section 708 entitled "Pollution Control"). Lessee shall see that special care is taken to pile removed snow in a location that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Leased Premises.
- P) Environmental Responsibilities. Lessee shall have the sole obligation to make such reports or notifications to governmental authorities as may be required by law, rule, regulation or ordinance in the event of a Release or Discharge of a Hazardous Material, or oil product on or from the Leased Premises, in the event of which Lessee shall also immediately inform the Airport of such Release or Discharge and proceed to clean up such Release or Discharge. Upon discovery by Lessee, Lessee shall immediately notify the Airport of any Release or Discharge of oil or Hazardous Materials if there is a reasonable possibility that the Release or Discharge would move off-site or affect Coldwater Creek or other navigable waters of the State of Missouri or the United States of America. Lessee shall be solely responsible for any follow-up reports, notifications, corrective action or remediation required as a result of any spill, Release, or Discharge described above. Lessee shall immediately provide copies of any reports, notifications,

correspondence, or clean-up verification to the Airport Director (see Section 702 entitled "Duty to Notify City").

- Q) Dust Control. Lessee covenants, stipulates, and agrees that the Lessee shall take appropriate dust control measures in accordance with Environmental Laws as defined in Section 101 and Environmental Permits (see Section 701) in regard to its activities within the Leased Premises or at the Airport.
- R) Stormwater Pollution Prevention Plan ("SWPPP"). Lessee covenants, stipulates, and agrees that the Lessee shall comply with the Airport's National Pollutant Discharge Elimination System permit ("NPDES") and any storm water management plan prepared in conformance with the NPDES requirements in regard to its activities within the Leased Premises or at the Airport (See Section 506.O and 506.P). Lessee shall prepare and submit a SWPPP to the Airport Environmental Office within thirty (30) calendar days of the City's written request for the City's review and possible comments.
- S) Spill Prevention Control and Countermeasures Plan ("SPCC"). Lessee covenants, stipulates and agrees that the Lessee shall comply with all applicable Environmental Laws pertaining to the proper storage of any Hazardous Materials including, without limitation, natural gas or Oil or petroleum based products within the Leased Premises. Lessee shall submit its SPCC to the Airport Environmental Office within thirty (30) calendar days of the City's written request for the City's review and possible comments. If requested, the SPCC must provide information concerning the proper storage and use of any Hazardous Materials on the Leased Premises.
- T) Hazardous and Solid Waste Management Covenants. Lessee covenants, stipulates and agrees that the Lessee will timely and promptly provide the City with copies of non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which document or relate to Hazardous and Solid Waste Management or related environmental issues and which pertain to the Leased Premises and which would be discoverable in litigation (see Section 702, 704 and 706). Lessee covenants, stipulates and agrees that in regard to Lessee's activities within the Leased Premises or the use of the Leased Premises, Lessee will not generate or use any fill materials, spoils, clean fill or other materials without first obtaining the City's written approval.
- U) Repair and Maintenance Reports. Lessee shall, throughout the Initial Term and Renewal Term, if any, within thirty (30) days of the end of each Contract Year and within thirty (30) days after the expiration or early termination of this Lease Agreement, submit to the City a report identifying any and all repair and maintenance in excess of \$10,000 completed on the Leased Premises during the preceding Contract Year.

Section 507. Utilities. Lessee shall provide for and pay for all utilities used on the Leased Premises.

Section 508. Interference to Operations of Airport. Lessee warrants, covenants, and agrees that no obstructions to air navigation, as such are defined from time to time by application of the criteria of 14 CFR Part 77, or subsequent and additional regulations of the FAA, will be constructed, permitted to be constructed, or permitted to remain on the Leased Premises, and if any such obstructions are constructed, Lessee shall immediately remove them at its expense.

Neither Lessee nor any Sublessee shall 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 Air Traffic Control Tower and its operations. Neither Lessee nor any Sublessee shall 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 509. City's Right to Enter, Inspect, and Perform Corrective Actions. The City shall have the right to enter upon the Leased Premises:

- A. to inspect the Leased Premises for any purpose necessary for, incidental to, or connected with Lessee's obligations hereunder at the City's sole cost and expense after reasonable notice (excepting emergencies), and with as little interruption to Lessee's operations as reasonably practical under the circumstances; and
- B. to perform any work therein that may be necessary by reason of Lessee's failure to make any repairs, perform any work or maintenance, or do anything required of Lessee under this Lease Agreement; provided, however, that except in cases of emergency, the City shall give Lessee notice of such failure, and shall not perform such work unless Lessee has failed to do so within thirty (30) days after receipt of such notice; provided, however, that if such work is not reasonably capable of being performed within thirty (30) days, the Lessee shall have as much time as it reasonably takes, provided Lessee is diligently pursuing the necessary work. Lessee shall pay to the City all reasonable costs and expenses related to such work by the City plus an administrative charge of fifteen percent (15%) immediately upon demand thereof. Nothing herein shall imply any duty on the part of the City to perform such inspections, make any repairs or perform any work on the Leased Premises, and the performance thereof by the City shall not constitute a waiver of Lessee's default in failing to make any repairs or performing any work required of Lessee under this Lease Agreement. The City shall not in any event be liable for cessation of revenues, inconvenience, annoyance, disturbance, loss of profits or any other damage or loss whatsoever to Lessee or any other party by reason of making such repairs or performing such work or maintenance on the Leased Premises or on account of bringing materials, supplies and equipment onto or through the Leased Premises during the course thereof unless and to the extent arising out of the negligence of the City, and the obligations and duties of Lessee under this Lease Agreement shall not thereby be waived or affected in any manner whatsoever.

## **ARTICLE VI CONSTRUCTION OR MODIFICATION OF THE LEASED PREMISES**

Section 601. Obligations, Rights and Procedures.

- A. Lessee's Obligation. Lessee, at its sole cost and expense, shall prepare, and submit to the Director for approval as provided for in this Article VI, detailed plans to demolish, refurbish, install, excavate, construct, alter, modify or make any Improvements to or within the Leased Premises, as set forth in this Section 601.A. The Lessee shall develop

the Leased Premises substantially in accordance with EXHIBIT “C”.

- B. Lessee’s Rights. In addition to the construction, installation, alteration, and/or modification to the Leased Premises set forth in Section 601.A above, Lessee may, at its sole cost and expense, demolish, refurbish, install, construct or make any Improvements on the Leased Premises in accordance with plans and specifications prepared by Lessee; provided that any plans to demolish, refurbish, install, construct or make any Improvements, or otherwise excavate at, or alter or modify, the Leased Premises, or any environmental or geotechnical testing or assessments conducted under Section 203, shall be prepared by Lessee and submitted to the Director for approval as provided for in this Article VI. Additionally, any demolishing, excavation, construction on, or alteration to, the Leased Premises that requires permitting from St. Louis County, Missouri, or any municipality in which the Leased Premises are located must also receive the prior written approval of the Director as provided for in this Article VI.
- C. Submittals to City. Lessee covenants, stipulates, warrants and agrees that all such work that requires the City’s approval shall be completed according to the Tenant Design Standards, which are filed of record in the office of the Director. In addition, Lessee hereby covenants, stipulates, warrants, and agrees that the Lessee shall promptly and timely:
- i. submit a signed Tenant Construction or Alteration Application (“TCA”) available from the Airport Properties Department, including detailed drawings, plans, specifications, and timetables for Improvements and modifications to the Leased Premises, including, without limitation, any excavation, demolition, construction, alteration, refurbishment, Improvement, or any environmental or geotechnical test or assessment conducted under Section 203, for the City’s review and approval as provided for in Section 601.D below;
  - ii. contemporaneously with the submittal of each TCA, submit an MBE/WBE Utilization Plan and a Good Faith Efforts Report to the Airport DBE Program Office as required in Section 604 below;
  - iii. submit to the Airport Properties Department a building permit number from any and all municipalities, political jurisdictions, and regulatory agencies not more than thirty (30) days following submission of the TCA. A building permit number shall be required prior to the start of any construction or modification to the Leased Premises by Lessee. (A building permit number is required before the TCA can be approved.);
  - iv. submit the contractor’s liability insurance certificates and the required performance bonds and payment bonds, required by Sections 601.G and 601.H below, to the Airport Properties Department not more than forty-five (45) days following the TCA approval by the Airport Properties Department and prior to beginning of work;
  - v. submit to the Airport Properties Department prior to occupancy a copy of Lessee’s acceptance letter certifying completion and a copy of all certificates or permits which may be required by any federal, state, or local government or governmental

agency in connection with the completion, use, and/or occupancy of the Leased premises (see Section 601.I below); and

- vi. if an Environmental Impact Statement is required by any municipality, political jurisdiction, or federal or state regulatory agency with respect to the Leased Premises, Lessee shall submit to the Airport Properties Department a copy of such Environmental Impact Statement not more than thirty (30) days following submission of the TCA.
- D. Conduct of Work Following Approval of TCA. No excavation or demolition at, construction or modifications of, refurbishment or Improvement to, the Leased Premises, or any environmental or geotechnical test or assessment conducted under Section 203, shall commence until after Lessee has received the written approval of its TCA from the City. Lessee also understands and agrees that certain work elements described in the TCA may require separate or additional approval from the City and/or the FAA before proceeding with the specific work element. As such, Lessee understands and agrees that ongoing coordination with the City at all times is crucial. Lessee agrees to provide the City at least forty-five (45) days written notice prior to commencement of any work at the Leased Premises involving excavation of soils so that the City may have a representative present at the work site during such excavation.
- E. Federal Aviation Administration ("FAA") Review. Prior to commencement of any excavation on, demolition of, construction at, or alteration, refurbishment, or Improvement to the Leased Premises, Lessee shall submit all preliminary plans, drawings and specifications to the FAA, if required, for any review and approval that may be required, with a copy to the Airport Properties Department. The preliminary plans shall show plot plans, the location and elevations of buildings and other structures, shall indicate proposed exterior materials and finishes for all structures, and shall include any additional information that may be required by FAA.
- F. Landscaping and Screening. Lessee shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screenings on the Leased Premises as part of the construction of any Improvements. All proposed landscaping plans and screening designs shall be submitted to the Director for review and approval. Lessee further agrees to provide any further landscaping and fencing that may be required, during the term hereof, by the Director, for security purposes.
- G. Contractor's Liability Insurance. In any excavation, demolition, construction, alteration, refurbishment, or Improvement contract pertaining to the Leased Premises, Lessee shall cause the City, its Board of Aldermen, Airport Commission and their respective officers, agents, and employees, to be insured against the risk of claims and demands, just and unjust, by third parties, with bodily injury limits of not less than \$3,000,000 as to any one person and \$3,000,000 as to any one occurrence, and with property damage limits of not less than \$3,000,000 as to any one occurrence to the extent such claims and liabilities arise out of the acts or omissions of the contractor. Said insurance shall be in a form agreeable to the City, and certificates showing proof of coverage shall be delivered to the

Director before construction begins.

- H. Payment and Performance Bonds. In order to insure the payment of all laborers and material suppliers and completion of projects requiring the City's approval, Lessee shall require each of its contractors and each supplier of materials to furnish both a performance bond and a payment bond in the full amount of the contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 R.S.Mo. (2000, as amended). Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said payment bonds and/or performance bonds shall be used exclusively for the completion of said work and the payment of laborers and material suppliers, as the case may be.
- I. Certificates of Completion. Upon the completion of Improvements hereunder, Lessee shall promptly and timely submit to Director a copy of its acceptance letter certifying completion, and a copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion, use, and/or occupancy thereof by Lessee (see Section 601.C.i). Lessee, at its cost, shall deliver to the City duplicate copies of as-constructed plans and specifications of the Improvements within sixty (60) days after the date on which Lessee has certified completion thereof. If Lessee fails to provide as-constructed or "as built" drawings, Lessee shall pay to the City all reasonable costs and expenses related to recreating plans and specifications by the City plus an administrative charge of twenty percent (20%) immediately upon demand thereof.
- J. Mechanics' and Materialmen's Liens. Lessee covenants and agrees to use its best efforts and shall exercise extraordinary diligence to not permit any mechanics' or materialmen's or any other liens or encumbrances to be attached to or foreclosed upon the Leased Premises or any part or parcel thereof, or the Improvements thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason. If such a lien or encumbrance is filed, Lessee will take immediate steps to have such lien promptly removed.

Section 602. Signs.

- A. Lessee shall not, without the prior written approval of the Director of Airports erect, maintain or display any signs on the Leased Premises. The term "sign" as used herein, shall mean advertising signs, billboards, banners, identification signs or symbols, posters, displays, logos, or any similar devices. Subject to the foregoing, Lessee shall have the right to install such identification signs as may be necessary for the proper conduct of community services as contemplated hereunder. Lessee shall comply with all rules promulgated by the Director of Airports regarding the placement of signs and advertising in the Leased Premises.
- B. Prior to the erection, construction or placing of any sign, Lessee shall submit to the Director of Airports and the FAA, if applicable, for approval, drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs (see Section 601.E above). Any conditions, restrictions, or limitations with respect to the use thereof as stated by the Director of Airports in writing shall become conditions of this Lease Agreement.

Section 603. Title to Improvements and Fixtures. Title to the Leased Premises and all



improvements constructed or placed in or on the Leased Premises by Lessee under this Lease Agreement including all alteration, modifications and enlargements thereof, (excluding any and all above or underground storage tanks, depositories installed as the owner and/or operator of said storage tanks, including all piping, pumps, tubing or related equipment, fixtures, facilities, or structures, which shall be promptly removed by the Lessee in accordance with Section 303 entitled "Removal of Storage Tanks" upon the expiration or early termination or cancellation of this Lease Agreement, unless otherwise agreed to in writing by the City), that are not Removable Fixtures, shall become part of the Leased Premises with title vesting in City upon expiration or earlier termination or cancellation of this Lease Agreement, unless otherwise agreed to in writing by the City; subject, however, to Lessee's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the Term and in accordance with this Lease Agreement. For purposes of this Lease Agreement "**Removable Fixtures**" shall mean all personal property, trade fixtures, furnishings, equipment and fixtures (including, but not limited to, dispensers, storage modules, compression modules, dryer units, and canopies) installed by the Lessee that are not permanently affixed to any real estate or Improvement including, without limitation, structures, facilities, walls, floors, or ceiling on or within the Leased Premises.

All Removable Fixtures shall remain the property of Lessee, and shall be removed by Lessee at date of expiration or termination of this Lease Agreement unless otherwise agreed to in writing by the City and Lessee. Lessee shall be entitled to remove from the Leased Premises its Removable Fixtures upon the expiration or early termination of this Lease Agreement; provided, however, that if after thirty (30) days following the expiration or early termination of this Lease Agreement, Lessee fails to remove its Removable Fixtures from the Leased Premises, such Removable Fixtures may at the City sole determination be deemed by the City as being abandoned by the Lessee (see Section 302 entitled "Surrender of Possession"), subject to any extension of time hereafter granted in writing by City to Lessee.

Within sixty (60) calendar days of the commencement of the Lessee's operations in the Leased Premises, Lessee shall submit a list of such Removable Fixtures in writing to the Director of Airports for the Directors approval, and Lessee shall periodically update such list as necessary or as requested by City.

Section 604. Minority and Women Business Enterprise Participation in Construction Contracts.

A. Definitions. For purposes of this Section 604, the following words and phrases shall have the following meaning:

"**Minority Business Enterprise**" or "**MBE**" means a small-business concern as defined in the Mayor's Executive Order #28: (i) that is 51 percent owned by a minority or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more individuals who are minorities; (ii) whose management and daily business operations are controlled by one or more individuals who are Asian American, African American, Hispanic American or Native American; (iii) that is located in the Metropolitan St. Louis Area; and (iv) that is certified as an MBE by the City or an agency having certification reciprocity with the City.

"**Women Business Enterprise**" or "**WBE**" means a small-business concern as defined in the Mayor's Executive Order #28: (i) that is 51 percent owned by a woman or, in the case of a corporation, at least 51 percent of the stock of which is owned by one or more

women; (ii) whose management and daily business operations are controlled by one or more individuals who are women; (iii) that is located in the Metropolitan St. Louis Area; and (iv) that is certified as a WBE by the City or an agency having certification reciprocity with the City.

**“Construction Contracts”** means all design, engineering, architectural, demolition and construction contracts for all excavation, demolition, construction, alternation, and refurbishment work on the Leased Premises as set forth in this Article VI.

B. Participation Goals For Construction Contracts on Leased Premises. Lessee warrants, represents, stipulates, and agrees that it is fully committed to involve MBEs and WBEs firms in meaningful roles on all Construction Contracts. To that end, the City, acting through its Airport DBE Program Office, has established a goal of 25% MBE and 5% WBE participation for all Construction Contracts necessary to accomplish the work required pursuant to each TCA submitted by Lessee in accordance with this Article VI. Lessee acknowledges those goals and further warrants that it will comply with the Mayor’s Executive Order #28, dated July 24, 1997, as amended, relating to MBE and WBE participation on all Construction Contracts. It is understood and agreed that the MBE and WBE goals set forth herein shall apply only to Construction Contracts.

C. MBE/WBE Eligibility. Lessee should contact the Airport DBE Program Office to obtain a list of eligible MBEs/WBEs and to determine the eligibility of the MBEs/WBEs with whom it intends to enter into Construction Contracts. A list of eligible MBEs/WBEs can be found at [www.mwdbe.org](http://www.mwdbe.org).

D. Review and Approval of Utilization Plan and Good Faith Efforts Report. Contemporaneously with the submittal of each TCA as required in this Article VI, Lessee shall submit for review and approval a Utilization Plan and a Good Faith Efforts Report to the Airport DBE Program Office, detailing Lessee’s plans for meeting the MBE/WBE participation goals set forth in Section 604.B above. The Utilization Plan shall detail and specify the items of work that will be completed by MBEs/WBEs. The Good Faith Efforts Report shall provide a detailed summary of Lessee’s efforts to maximize MBE/WBE participation as required herein and, if applicable, shall provide a statement, together with any necessary supporting documentation, to explain why the participation goals set forth herein could not be met. No excavation or demolition at, construction or modifications of, or refurbishments to, the Leased Premises shall commence until after Lessee has received a written approval of its Utilization Plan and Good Faith Efforts Report from the Airport DBE Program Office.

E. Substitution of MBEs/WBEs. If an MBE/WBE is unwilling or unable to perform the items of work specified in the MBE/WBE Utilization Plan, Lessee shall immediately notify the Airport DBE Program Office prior to replacement of such MBE/WBE. Substitutions or replacements of MBEs/WBEs must be approved in writing by the Airport DBE Program Office. Substitutions of MBEs/WBEs will be allowed only when the MBE/WBE has failed to perform in accordance with its Construction Contract. Lessee shall not cancel or terminate a Construction Contract with an MBE/WBE without cause and shall timely forward supporting documentation substantiating the cause of any default or termination to the Director for review.

F. Good Faith Efforts. Notwithstanding the acceptance of the Utilization Plan and Good Faith Efforts Report, Lessee shall not be relieved of the responsibility to continue good faith efforts to maximize participation of MBEs/WBEs in Construction Contracts during the Initial Term and any subsequent Renewal Term, as set forth herein.

G. Record Keeping Requirements. Lessee shall keep for at least three (3) years following the expiration or early termination of this Lease Agreement such records (including, without limitation, copies of Construction Contracts, paid invoices, documentation of correspondence, etc.) as are necessary to determine compliance with the MBE/WBE obligations set forth herein. The City reserves the right to investigate, audit, monitor and/or review actions, statements, and documents submitted by Lessee and its contractors, including any MBE/WBE.

H. Reporting Requirement. Lessee shall submit monthly reports on MBE/WBE involvement to the Airport DBE Program Office until completion of the work required pursuant to each TCA submitted by Lessee in accordance with this Article VI. For purposes of this Section 604.H, the work required pursuant to each TCA shall be deemed completed upon the City's acceptance of the certificate(s) of completion submitted by Lessee in accordance with Section 601.I. Actual payments to MBEs/WBEs will be verified by the City.

I. Compliance with MBE/WBE Goals. Lessee acknowledges, stipulates, and agrees that the Airport DBE Program Office shall be the point of contact for compliance with the MBE/WBE participation goals set forth herein, and shall set all policies and procedures related to certification of MBEs and WBEs, and counting participation towards goals.

## **ARTICLE VII COMPLIANCE WITH ENVIRONMENTAL LAWS**

Lessee and all Sublessees shall comply with any and all applicable Environmental Laws related to their occupancy of the Leased Premises or their use of the Airport. Further, Lessee, on behalf of itself and its Sublessees, does hereby covenants, stipulates, represents, and warrants as follows:

### **Section 701. Environmental Permits.**

1. Lessee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Lessee engages on the Leased Premises.
2. Lessee and its Sublessees shall comply with any requirement imposed by an Environmental Permit obtained by the City that is applicable to Lessee or Lessee's activities at the Airport or on the Leased Premises; provided, however that the City shall adequately notify Lessee of such Environmental Permit and associated requirements, including all applicable deadlines for compliance.
3. The City, Lessee, and Sublessees shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit to insure safety and to minimize cost of compliance.

Section 702. Duty to Notify City. In the event of any Release or Discharge, or threatened Release or Discharge of Hazardous Materials at, on, under, or about the Airport, or any portion thereof, that is caused by Lessee, its employees, agents, Sublessees, tenants, suppliers, contractors, guests, or invitees, and which is required by applicable Environmental Laws or Rules and Regulations to be reported by Lessee or its Sublessees, or if not required to be reported, if there is a reasonable possibility that the Release or Discharge would move off the Leased Premises or affect Coldwater Creek or other navigable waters of the State of Missouri or the United States of America, whether as a result of negligent conduct or otherwise, or in the event any written claim, demand, complaint or action is made or taken against Lessee or Sublessees that pertains to Lessee's or Sublessees' Release, Discharge, or threatened Release or Discharge of Hazardous Materials, or failure or alleged failure to comply with any Environmental Laws or Environmental Permits at the Airport, Lessee shall notify the City as soon as reasonably practical of all known facts pertinent to such Release or Discharge, or threatened Release or Discharge, 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 Lessee or any Sublessee is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a Release or Discharge, or threatened Release or Discharge at, on, under or about the Airport, or any part thereof, Lessee shall simultaneously provide a copy of such notice or report to the City.

Lessee shall promptly notify the City of any change in the nature of Lessee's or any Sublessee's activities or operations on the Leased Premises that could materially change Lessee's or City's potential obligations or liabilities under Environmental Laws; provided, however, that this provision shall not serve to waive any promise, covenant or other obligation or requirement set forth in this Lease Agreement.

Section 703. Environmental Remediation. Lessee shall undertake with all due diligence all necessary steps to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Lessee or Sublessee, or their agents, employees, contractors, consultants, independent contractors, licensees, invitees, patrons, guests, or suppliers at the Leased Premises, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work shall be performed at Lessee's expense and shall be consistent with remediation standards established by or derived from the appropriate government agency responsible for enforcing Environmental Laws or Environmental Permits. Except in the event of an emergency, such Remediation Work shall be performed after Lessee submits to the City a written plan for completing such Remediation Work and receives the prior written approval of the City; provided, however, that the City's approval shall not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls, including environmental covenants, or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits and prior to recording any instrument. Specific cleanup levels for any Remediation Work by Lessee shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits and be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits or for establishing cleanup levels. Neither an ongoing remediation, including any testing

or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's use and enjoyment of its property or the Airport, or that of current and future users or tenants. Upon reasonable notice, the City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice at City's sole expense. Such inspections shall not unreasonably interfere with the Lessee's operations. Lessee's obligations hereunder shall survive the expiration or early termination of this Lease Agreement.

Section 704. Access for Environmental Inspection. Upon reasonable notification to Lessee (except in an emergency) and at the sole cost of City, the City shall have reasonable access to the Leased Premises with as little interruption to Lessee's operations as is reasonable under the circumstances to inspect the Leased Premises in order to confirm that Lessee and Sublessees are using the Leased Premises in accordance with the requirements of this Article VII and all applicable Environmental Laws and Environmental Permits. Lessee shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City's inspection results in any type of written report, the City shall provide Lessee a reasonable opportunity to timely review and comment on a draft of the report. Lessee 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, Lessee or any Sublessee responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with this Section 704 to the extent consistent with the City's legal obligations.

Section 705. Corrective Action by City. If Lessee or any Sublessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities at the Airport, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under this Article VII, the City, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Leased Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which the Lessee is responsible under this Lease Agreement and remedy Lessee's non-compliance with this Lease Agreement. All Remediation Costs incurred by the City shall be paid or reimbursed by Lessee within thirty (30) days of the City request in accordance with the provisions of this Section 705. Remediation Work, if necessary, shall be performed in accordance with the provisions of this Article VII, but only after first notifying Lessee of such failure to comply, and thirty (30) days within which Lessee may demonstrate why no such alleged failure is present, or to timely remedy. If Lessee's compliance reasonably requires more than thirty (30) days to complete, the City may enter the Leased Premises and take such reasonable and necessary measures to achieve compliance only upon Lessee's failing to timely begin curing such noncompliance within such thirty (30) day period and to continue diligently working to achieve compliance thereafter.

Section 706. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee or any Sublessee 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 pertain to the Airport or the Leased Premises and would be discoverable in litigation. In addition, Lessee shall make available to the City for its review and comments any non-privileged environmental management plans or environmental impact statements, studies, or reports including any supporting documents or materials pertaining to the Leased Premises and prepared by Lessee or any Sublessee pursuant to any applicable Environmental Laws or Environmental Permits at least thirty (30) days prior to submission to any governmental agency. The City agrees to maintain the confidentiality of, and not disclose or disseminate, any and all documents and materials delivered to it by Lessee pursuant to this Article VII, except as may otherwise be required pursuant to any applicable laws.

Section 707. Cumulative Remedies. Except as expressly provided for herein, all remedies of the City and Lessee as provided herein with regard to environmental pollution, Existing Environmental Conditions, contamination, damage, Release of Hazardous Materials, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature and, except as provided in Section 203.E., the City and Lessee do hereby reserve any and all remedies that it may have at law and/or in equity. The City's right to indemnification as provided under this Article VII and Section 901 shall survive the expiration or early termination of this Lease Agreement.

Section 708. Pollution Control. Lessee, at its cost, shall manage all its operations within the Leased Premises in compliance with all applicable Environmental Laws, Environmental Permits, and with the best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan for operations conducted on Airport property. Lessee, at no cost to the City, shall cause the use of all Hazardous Materials, including, without limitation, potential water pollutants such as deicing agents applied to pavement surfaces during adverse weather conditions (e.g., snow, ice, freezing rain, etc.) to be properly managed so that storm water runoff from the Leased Premises, at all times, meets or exceeds water quality standards required by applicable Environmental Permits or Environmental Laws (See Section 506.O entitled "Drainage Facilities").

Section 709. Environmental Covenants. So long as they do not materially impact Lessee's day-to-day operations at the Leased Premises, Lessee will not object to and, if requested by the City, will subordinate any rights it has under this Lease Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Leased Premises; (ii) limits the use of the Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Premises.

Section 710. Existing Environmental Conditions. Notwithstanding anything to the contrary in this Lease Agreement, Lessee shall have no liability for, and no responsibility or obligation to, City, its Board of Aldermen, or the Airport Commission to remove, remediate, decontaminate, and/or restore any soil, groundwater, or surface water affected by any Hazardous Materials which: (i) are or were Released, Discharged, disposed, and/or spilled on, in, under, about, around, or from the Leased Premises by City, its officers, agents, employees, consultants, lessees, sublessees, licensees, independent lessees, guests, patrons, tenants, and invitees, excluding the Lessee or any Sublessees, or the officers, employees, agents, consultants, lessees,

sublessees, licensees, independent contractors, lessees, assigns, representatives, guests, patrons, sub-lessees and invitees of the aforementioned persons or entities; (ii) migrate or move or migrated or moved onto, into, or under the Leased Premises from other property owned or operated by City or any of its tenants (excluding Lessee), or another third-party not affiliated with Lessee; or (iii) were present on or adjacent to the Leased Premises prior to the Commencement Date, (collectively, **“Existing Environmental Conditions”**). **Lessee acknowledges and agrees that this Section 710 shall not apply to Hazardous Materials associated with demolition and disposal of Improvements, or mitigation or remediation of Hazardous Materials within Improvements, and that all such costs and expenses shall be the responsibility of Lessee.**

## **ARTICLE VIII OPERATIONS**

Section 801. Standards of Service. Lessee shall ensure that Lessee and all Sublessees (if any) furnish first class, full service operations serving the needs of users of the Airport and the surrounding community, and offer high quality, prompt and efficient services that are adequate to meet all reasonable demands thereof, on a fair, equal and nondiscriminatory basis to all categories of users and in a manner that will reflect credit upon Lessee and the City. Lessee and Sublessees shall equip, organize, put into service and manage their operation efficiently.

Section 802. Onset of Service. Lessee shall be solely liable and responsible for all costs and expenses pertaining to the design, construction, acquisition, installation, replacement, relocation and maintenance of the Improvement including, Removable Fixtures, fixtures, and equipment as is necessary to provide the service pursuant to this Lease Agreement.

Section 803. Hours of Operation. Lessee shall keep the Fuel station in operation and open to the public for business for self-service fueling, twenty-four (24) hours a day, seven (7) days a week, including but not limited to weekends and holidays.

Lessee may not change the hours of operation without written application to, and the written approval of, the Director.

Section 804. Promotion and Marketing. Lessee warrants, covenants and agrees that it shall take all reasonable measures in every proper manner to maintain, develop and increase the business conducted by it hereunder. Lessee shall not divert, cause or allow any business to be diverted from the Airport or the Leased Premises by referral or any other method. Any action take by Lessee to diminish the Royalties of Lessee under this Lease Agreement shall constitute a material breach hereof and a cause for the termination of this Lease Agreement by the City. Lessee is encouraged to advertise, promote and market its offerings, including special promotions, in an attempt to maximize Royalties and provide the highest customer satisfaction.

Section 805. Personnel.

- A. Should the Lessee elect to staff the CNG Fueling Station, Lessee and its Sublessees shall maintain a sufficient number of trained personnel on duty to insure that Lessee's customers receive prompt and efficient service at all times. Lessee shall require its employees and

employees of Sublessees to wear appropriate uniforms and badges to indicate the fact and nature of their employment. Uniforms shall be clean, neat and worn according to company standards during the entire time the employee is on the Leased Premises and/or Airport property. Lessee and Sublessees 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 Lease Agreement. Lessee agrees that it will be responsible for ensuring that its employees abide by all applicable laws, and Rules and Regulations. Lessee shall use its best efforts to prohibit and restrain its and Sublessees' employees, agents, visitors and invitees from loud, noisy, boisterous or otherwise objectionable behavior. Upon notice from the Director concerning objectionable conduct or appearance of any persons, Lessee shall immediately take all steps necessary to correct the cause of the objection.

- B. City shall have the right to review and comment upon Lessee's customer service or other training programs. Each hourly associate of Lessee shall be required to complete all of Lessee's customer service and other training programs. Upon request, each hourly associate of Lessee, at its cost, shall be required to complete any Airport-specific customer service training programs.
- C. If required by the Transportation Security Administration, the FAA, and/or the City, Lessee and Sublessees shall conduct an employee background check of each of its personnel who are employed in a facility located beyond a security checkpoint. Lessee recognizes and agrees that the security requirements may change and Lessee agrees that it and its Sublessees shall comply, at their costs, with all such changes throughout the Term.

Section 806. Manager. Lessee shall at all times retain one or more qualified, competent and experienced manager(s) who shall manage and supervise the Leased Premises and represent and act for Lessee. A responsible subordinate shall be in charge and available at all times during the manager's absence.

Section 807. Communication.

- A. Lessee's Manager shall be available for meetings with Airport personnel as necessary upon forty-eight (48) hours prior written notice.
- B. Lessee shall be responsible for notifying the Airport Properties Department of any problem that reduces service or sales levels or in any way substantially or materially impairs the use of the Leased Premises. The Airport will make every reasonable effort to assist in eliminating such problems.

Section 808. Pricing. Lessee covenants, warrants, stipulates, and agrees the Lessee shall charge fair, reasonable and nondiscriminatory prices that are attractive to the public.

Section 809. Customer Comments. Lessee shall establish procedures for handling all customer comments. Lessee shall respond in writing to every comment, written or oral, within seven (7) calendar days of the comment and shall make a good faith effort to explain, resolve or rectify the cause of any complaint. Lessee shall provide the Airport Properties Department with a copy of such comments and its written response thereto.



Section 810. Fuel Sale Records. Lessee shall install and use, or cause to be installed and used at the Leased Premises cash registers, sales slips, invoicing machines, and other automatic accounting equipment or devices required to properly and accurately record all fuel sales made by Lessee under this Lease Agreement.

Section 811. Entertainment System/Wireless Data. Lessee shall comply with all Airport Rules and Regulations concerning the use and operation of entertainment and wireless systems.

Section 812. Super Park Lot C Airport Parking Facility. Lessee acknowledges and understands that the City's agent currently manages and operates, on behalf of the City, the Super Park Lot C Airport Parking Facility which includes a private CNG fueling station. The City's private CNG fueling facility primarily fuels parking shuttles operated by "Super Park" on behalf of the City. Notwithstanding any other provision of this Lease Agreement, Lessee hereby covenants, warrants, stipulates, and agrees that at no time shall the Lessee's development or construction within the Leased Premises or the management and/or operations of the Lessee unreasonably and/or materially interfere with the ongoing administration or operation of the Super Park Lot C Airport Parking Facility, including but not limited to the private CNG fueling station operated by Super Park. The Lessee acknowledges and understands that the Super Park Lot C Airport Parking Facility will continue to operate at all times during any development, construction, or operation of the Lessee's station.

## ARTICLE IX INDEMNIFICATION AND INSURANCE

### Section 901. Indemnification.

A. General Indemnification. Lessee and all guarantors of Lessee's obligations under this Lease Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to the City), and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, employees, agents and representatives (collectively, "**Indemnitees**") from and against any and all loss, liability, damages, fines, costs and expenses (including reasonable attorneys' fees) arising after the Commencement Date of this Lease Agreement incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with the activities or omissions of Lessee or any of its Sublessees under this Lease Agreement, and its or their agents, representatives, employees, contractors, independent contractors, subcontractors, consultants, invitees, tenants, licensees, guests, patrons, or trespassers acting under this Lease Agreement (collectively, the "**Agents of Lessee**"), unless arising out, and to the extent of, the negligence or wrongful conduct of the Indemnitees or their agents, consultants, invitees, licensees, guests, (collectively, the "**Agents of City**"). Lessee promptly shall give the City notice of any such action, suit, proceeding, claim, demand, fine, inquiry or investigation filed or instituted against the Lessee or any of its sublessees and, upon request, shall furnish the City with copies of any documents from such matters as the City may request.

- B. Environmental Indemnity. Lessee shall protect, indemnify, defend, and hold harmless the Indemnitees against any lawsuits, administrative proceedings, claims, or administrative or judicial orders for any liability, cost, expenditure, injury, damage, legal obligation, penalty, or fine ("**Damages**") arising under this Lease Agreement after the Commencement Date of this Lease Agreement from or relating to Lessee's breach of its or a Sublessee's covenants and obligations regarding environmental matters under this Lease Agreement, including, without limitation, the covenants and obligations in Sections 203, 303, 304, 505, and 506 and Article VII, unless arising out, and to the extent of, the negligence or wrongful conduct of the Indemnitees or the Agents of City or such Damages arise from Existing Environmental Conditions. Further, Lessee shall protect, indemnify, defend, and hold harmless the Indemnities against any lawsuits, administrative proceedings, claims, or administrative or judicial orders for any liability, cost, expenditure, personal injury, damage, penalty, or fine arising from or relating to Hazardous Materials (collectively, the "Losses") present in any soil, groundwater, or surface water on, in, or under the Leased Premises, or migrating from the Leased Premises caused by, or originating from, in part or in whole, Lessee, any Agent of the Lessee, or other person or entity who occupied, used, or performed activities on the Leased Premises (other than the Indemnities or the Agents of the City) during the Term of this Lease Agreement, unless arising out, and to the extent of, the negligence or wrongful conduct of the Indemnitees or the Agents of City or such Losses arise from Existing Environmental Conditions. This indemnification of the Indemnitees by Lessee includes, without limitation, all Remediation Costs related to any Remediation Work including, without limitation the sampling, testing, investigation, clean up, removal, remediation, decontamination, or restoration of the Leased Premises and other affected areas, including, but not limited to, air, land, soil, or underground or surface water, to the extent and in a manner consistent with the standards set forth in this Lease Agreement, whether prompted by governmental action or private action. The Director shall give to Lessee reasonable notice of any such claims or actions within sixty (60) days after the City receives notice of the claim or action or an occurrence that is likely to give rise to a claim or action. Lessee shall also use counsel reasonably acceptable to the City Counselor of City or his/her designee, after consultation with the Director in carrying out its obligations hereunder. The City shall cooperate fully with Lessee in any defense or settlement against any such claim, action, or liability.
- C. Expiration. The indemnification obligations set forth in Article IX shall survive the expiration or early termination of this Lease Agreement.

#### Section 902. Insurance

- A. General. Lessee at all times during the Initial Term and any Renewal Term of this Lease Agreement, shall be insured on an occurrence basis against the risk of all claims and demands by third parties for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the acts, activities or omissions of Lessee or its agents, representatives, employees, contractors, independent contractors, subcontractors, invitees, and licensees pursuant to this Lease Agreement both on the Leased Premises and the Airport.

B. Risks and Minimum Limits of Coverage. Lessee shall procure and maintain at all times during the Term the following policies of insurance:

1. Commercial General Liability in an amount not less than \$5,000,000 per occurrence and aggregate combined single limit.
2. Automobile Liability Insurance in an amount not less than \$5,000,000 primary (no excess) combined single limit per occurrence/aggregate, for vehicles used by Lessee in the course of its performance hereunder, including Lessee's non-owned and hired vehicles.
3. Environmental Liability Insurance or 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 costs; and defense, including cost and expenses incurred in the investigation, defense, or settlement of claims; all in connection with any loss arising from any Discharge or Release of Hazardous Materials by the operation or activities of Lessee, any Sublessee, tenant, 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, guests, patrons, and invitees of the aforementioned persons or entities. Coverage shall be maintained in an amount not less than \$5,000,000 per loss, with an annual aggregate of not less than \$5,000,000. If Pollution Insurance coverage is written on a claims-made basis, Lessee covenants and warrants that any retroactive date applicable to coverage under the policy precedes the Commencement Date of this Lease Agreement and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of five (5) years beginning from the expiration or early termination of this Lease Agreement.
4. Workers' Compensation and Employer's Liability Insurance in accordance with the State of Missouri laws and regulations. Lessee 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 Lessee's failure to comply with the provisions of this subparagraph. The indemnification provisions hereof shall apply to this subparagraph. It is expressly agreed that the employees of Lessee are not employees of the City for any purpose, and that employees of the City are not employees of Lessee.
5. "All Risk" commercial property insurance providing protection from direct damage or losses from such insured perils, except perils of earthquake and flood. Coverage shall be for one hundred percent (100%) of the full replacement value of all Improvements, including 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 Lessee's equipment and personal property). Any such loss adjustment shall require the written consent of both

Lessee and the City.

6. Contents Insurance coverage against loss of Lessee-owned property. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.
  7. Builders Risk coverage in an amount sufficient to insure the value of work during any period of demolition, alteration, excavation, installation, renovation, refurbishment, reconstruction and/or construction on the Leased Premises. Lessee 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 Lessee's equipment and personal property). In addition, Lessee or its contractor(s) shall carry not less than \$3 million of commercial general liability (single limit liability with no annual aggregate) and not less than \$3 million of automobile liability insurance coverage (including owned, non-owned and hired vehicles) during the period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction. The policy limits set forth in this subsection shall be per occurrence/aggregate.
- C. Issuers of Policies. The issuer of each policy required herein shall be a financially sound insurance company authorized to do business in the State of Missouri with an "A.M. Best Company" rating of at least an "A-," or other insurers or insurance syndicates of similar financial rating.
- D. Form of Policies. The insurance may be in one or more policies of insurance.
1. Non-waiver. Nothing the City does or fails to do shall relieve Lessee 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.
  2. Insured Parties. Each policy shall include the interest of the Indemnitees as "additional insured" on the certificate of insurance, including all renewal certificates except those for Workers' Compensation and Employer's Liability. Inclusion as an additional insured is not intended to, and shall not make any of the Indemnitees a partner or joint venturer with Lessee.
  3. Deductibles. Lessee 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.
  4. Cancellation. Each certificate of insurance shall state that insurers will endeavor to provide notice prior to cancellation or nonrenewal with thirty (30) days advance written notice to the City by the insurance company, or authorized representative of Lessee.

5. 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. Lessee shall require similar waivers of subrogation in all insurance policies obtained by Sublessees.
  6. 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.
  7. Liability for Premium. Lessee shall be solely responsible for payment of all insurance premiums required hereunder, and the City shall not be obligated to pay any premiums; provided, however, that if Lessee fails to obtain the insurance as required herein or make premium payments, the City may, after ten (10) day written notice to Lessee, effect such insurance or make such payments on Lessee's behalf and, after effecting such insurance following the required written notice to Lessee, the City may recover the cost of those payments, plus fifteen percent (15%) administrative charge, from Lessee.
  8. Proof of Insurance. Within thirty (30) days of the Commencement Date and at any time during the term hereof, Lessee shall furnish the City with certificates of insurance. At least fifteen (15) days prior to the expiration of any such policy, Lessee shall submit to the City a certificate or other reasonably acceptable documentation showing that such insurance coverage has been or is being renewed. If such coverage is canceled or reduced, Lessee 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 Lessee, the Lessee shall provide such certificates of insurance, endorsements, letters, or other reasonably requested documentation, as the case may be, from insurers or their agents verifying compliance with the terms and provisions of this Article IX.
- E. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, Lessee shall, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- F. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Lease Agreement to cause the insurance requirements set forth herein to be reviewed, at its sole cost, by an insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airport industry as well as that of Lessee, and, based on the written recommendations of such consultant, and in consultation with Lessee, to reasonably adjust the insurance coverages and limits required herein but not more often than every twenty-four (24) months.
- G. Actions Affecting Insurance. Lessee shall not knowingly do or permit to be done by Sublessees, Agents of Lessee, or others 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 Lease Agreement. If such Lessee's act, or failure to act, causes cancellation of any policy, then Lessee shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Lessee does or permits to be done by Sublessees, Agents of Lessee, or others any act or fails to do any act which causes an increase in the City's insurance premiums, Lessee shall immediately remedy such actions and/or pay the increase in premiums, upon written notice from the City to do so; but in any event, Lessee shall hold the City harmless for any expenses and/or damage resulting from any such action.

- H. Adjustment of Claims. Lessee shall provide for the prompt and efficient handling of all claims for bodily injury, property damage, or theft arising out of the activities of Lessee under this Lease Agreement.
- I. Insurance Requirements for Sublessees. At all times during the term of this Lease Agreement, Lessee shall require that all Sublessees, if any, obtain and maintain, at a minimum, the following policies of insurance: Commercial General Liability, Automobile Liability, All Risks Commercial Property (if applicable), Contents, and Builders Risk (if applicable). Each such policy shall include the Indemnitees as additional insured, shall be in a form substantially similar to the form required in this Lease Agreement, and shall contain coverage limits as set forth in this Lease Agreement unless otherwise agreed to in writing by the Director.

## ARTICLE X ASSIGNMENT AND SUBLETTING

Section 1001. Assignment. Except as provided in Section 1002, and notwithstanding the provision in Section 1226, Lessee shall not Assign this Lease Agreement without first obtaining the written approval of the City pursuant to City Ordinance 63687. For purposes of this Article X, the term "**Assign**" or "**Assignment**" includes all transfers, conveyances, or assignments of the Lessee's rights, whether voluntary or involuntary. At least ninety (90) days prior to any contemplated Assignment of this Lease Agreement, Lessee shall submit a written request to the Director in accordance with Section 1004 below. No Assignment shall be considered if Lessee is under an Event of Default. The party to whom such Assignment is made shall expressly assume in writing the terms, covenants, and conditions contained in this Lease Agreement. Lessee acknowledges and agrees that, as a condition of granting approval of an Assignment, the City, pursuant to City Ordinance 63687, may require that Lessee not be released from some or all of the terms, covenants, conditions and obligations of this Lease Agreement, as it may be determined at that time. No action or failure to act on the part of any officer, agent, or employee of the City shall constitute a waiver by the City of this provision of this Lease Agreement. No Assignment shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved assignment agreement as provided for above.

Section 1002. Collateral Assignments. Subject to the prior written approval of the Director, which shall not be unreasonably withheld or delayed, and notwithstanding the provisions of

Section 1001 above, Lessee may Assign, mortgage or otherwise pledge all or any portion of its rights, title or interest in the Leased Premises pursuant to this Lease Agreement, or any of its other rights under this Lease Agreement, as collateral to secure Lessee's payment of a debt or performance of any other obligation of Lessee, but only as expressly provided herein:

- A. An agreement, pursuant to which Lessee pledges, Assigns or grants an interest in its rights under this Lease Agreement as collateral for the payment of a debt or performance of some other obligation of Lessee must take the form of a leasehold mortgage ("**Leasehold Mortgage**"), which may not extend beyond the Initial Term of this Lease Agreement.
- B. Lessee may only grant a Leasehold Mortgage to secure the repayment or refinancing of a loan, 100 percent of the proceeds of which Lessee uses to finance the construction of Improvements or the purchase of fixtures or equipment to be installed on the Leased Premises.
- C. In the Leasehold Mortgage, the mortgagee ("**Leasehold Mortgagee**") must expressly acknowledge, for the benefit of the City, that the Leasehold Mortgagee is acquiring no right, title or interest in the City's fee title to the Leased Premises and that the Leasehold Mortgagee's rights in and to any Improvements and fixtures are, at all times, subject to the terms and conditions of this Lease Agreement.
- D. Lessee must execute and record a memorandum of this Lease Agreement in the appropriate county land records, and Lessee must record the Leasehold Mortgage in the appropriate county land records.
- E. If Lessee grants a Leasehold Mortgage satisfying the requirements of this Section 1002, the City agrees to execute a subordination agreement with the Leasehold Mortgagee pursuant to which the City subordinates any statutory or common law lien that the City may have on the personal property of Lessee or on the Improvements. The Director on behalf of the City and in its best interest is hereby authorized to execute such a subordination agreement that is in accordance with this Section 1002. The City will **not** subordinate its fee interest in the Leased Premises, its interest under this Lease Agreement, or any rights which the City may have to the Improvements upon the expiration or early termination of this Lease Agreement. In the Leasehold Mortgage, the Leasehold Mortgagee must expressly acknowledge and agree that notwithstanding any other provision of the mortgage or related loan documents, the Leasehold Mortgagee will permit the Lessee to retain sufficient insurance proceeds available as a result of any damage to or destruction of the Improvements and fixtures located on the Leased Premises to permit Lessee to fully perform its obligations under this Lease Agreement.
- F. At the time that the City gives Lessee written notice of the occurrence of an Event of Default, the City shall simultaneously give the Leasehold Mortgagee a copy of that notice in a manner established for the delivery of notices hereunder at the address for the Leasehold Mortgagee provided to the City. No notice of default to

Lessee will be effective until the City delivers the notice required by this subparagraph.

- G. The Leasehold Mortgagee may rectify an Event of Default on Lessee's part, but shall have no obligation to do so. The City will accept the Leasehold Mortgagee's performance of any of Lessee's obligations to the same extent as though the Lessee has performed. The City may exercise a remedy available to it by reason of an Event of Default on Lessee's part only if Lessee within such time period specifically set forth in this Lease Agreement for a cure of a particular default fails to cure the default, and the Leasehold Mortgagee fails to rectify such an Event of Default within (a) thirty (30) days after the applicable time period specifically set forth in this Lease for a cure of a particular default; or (b) if no such time period is set forth, then within thirty (30) days after the date of the delivery of the notice required by virtue of Section 1002.F above; or (c) if such failure cannot with due diligence be cured within such thirty (30) day period, corrective action is timely instituted by Leasehold Mortgagee within such thirty (30) day period and diligently and in good faith continuously pursued until the failure is properly corrected.
- H. Even though an Event of Default has occurred and neither the Lessee nor the Leasehold Mortgagee has provided for a cure within the times permitted by this Lease Agreement, the City will not terminate the Lease for a reasonable period of time, not to exceed two (2) years, from the date of the notice required by Section 1002.F above, if the Leasehold Mortgagee is then making: (i) prompt, diligent and continuous efforts to gain possession of the Leased Premises and to succeed to Lessee's interest in the Leased Premises by means of a foreclosure or the exercise of any other remedy available to the Leasehold Mortgagee by virtue of Lessee's default in respect of any of its obligations under the terms of the Leasehold Mortgage; provided that Leasehold Mortgagee avails itself of any such remedy, including commencing a foreclosure action, within ninety (90) days from the date of the City's notice required by Section 1002.F above; together with (ii) the payment to the City of all rent and fees due hereunder with respect to which Lessee becomes delinquent; and (iii) good faith efforts to promptly rectify any other Events of Default contemporaneously with the efforts to gain possession of the Leased Premises.
- I. Upon the early termination of this Lease Agreement in bankruptcy, or otherwise, the Leasehold Mortgagee may request the City to approve an Assignment to a successor lessee meeting the criteria of this subparagraph ("**Successor Lessee**"). In order for the City to be obligated to approve an Assignment in accordance with this subparagraph, the Leasehold Mortgagee must: (i) within sixty (60) days following the date of the early termination of this Lease Agreement give written notice to the City that the Leasehold Mortgagee will request the approval of a Successor Lessee in accordance with Section 1004 below; and (ii) no later than sixty (60) days thereafter, timely request in writing that the City Assign this Lease Agreement to a Successor Lessee, which shall then be identified by the Leasehold Mortgagee; provided, however, that such a Successor Lessee must be reasonably



acceptable to the City in terms of, but not limited to, experience, qualifications, technical, and financial and administrative capacity. Simultaneously with Leasehold Mortgagee's request that this Lease Agreement be assigned to a Successor Lessee, the Successor Lessee must also execute and deliver to the City, for its review and approval, a written plan to rectify within a reasonable period of time any default that exists at that time in respect of any of Lessee's obligations under the terms of this Lease Agreement. The provision of this subparagraph shall survive the early termination, or rejection or disaffirmance of this Lease Agreement by Lessee, and will continue in full force and effect thereafter for a period of sixty (60) days from such early termination, rejection or disaffirmance to the same extent as if this subparagraph were a separate and independent contract made by the City, Lessee, and the Leasehold Mortgagee. It being understood and agreed that the Assignment of this Lease Agreement to a Successor Lessee must be approved by the City's Airport Commission and its Board of Estimate and Apportionment and authorized by a City ordinance approved by the City's Board of Aldermen in accordance with City Ordinance 63687. The City agrees that the Leasehold Mortgagee shall be a third-party beneficiary to the terms of this Lease Agreement, but only to the extent required to fulfil the requirements of this Section 1002.

- J. Subject to and in accordance with the terms, covenants, and conditions of this Lease Agreement, the Leasehold Mortgagee will have the right to participate in the adjustment of any insured losses that becomes necessary by reason of damage or destruction occurring to Improvements, and the right to supervise and control the receipt and disbursement of insurance proceeds to the extent provided in agreements among Lessee, Leasehold Mortgagees and any Sublessees; provided, however, that any distribution of insurance proceeds must strictly comply with the requirements of this Lease Agreement.
- K. If a taking of any part of the Leased Premises occurs, the Leasehold Mortgagee subject to and in accordance with the terms, covenants, and conditions of this Lease Agreement will have the right to participate in any condemnation proceedings or settlement discussions pertaining to the Lessee's interests hereunder and the right to supervise and control the receipt and disbursement of all condemnation awards arising from such interests to the extent provided in agreements between or among the City, Lessee or Successor Lessee (if any), Leasehold Mortgagee, and any Sublessees.
- L. The City will have no right, and expressly waives any right arising under applicable law, in and to the rentals that will become due to Lessee from any Sublessee as long as Lessee's payments to the City are current and not delinquent; Lessee may Assign those rentals to the Leasehold Mortgagee without any consent or approval of the City. Nothing in this subparagraph shall alter the City's ownership of the Retained Improvements and the New Improvements as provided herein.
- M. Upon written request from time to time by Lessee, a Leasehold Mortgagee, a

prospective Leasehold Mortgagee, or a prospective Successor Lessee, the City shall execute and deliver to the requesting party an estoppel certificate in the form reasonably requested by the requesting party. In each such certificate, the City shall certify, to the extent that it then has knowledge: (i) the amount of the monthly rents and fees that Lessee is then obligated to pay under the terms of this Lease Agreement and the date through which Lessee has paid those rents and fees, (ii) that this Lease is in full force and effect, (iii) the specific nature of any Event of Default that the City knows to exist in respect of either party's performance of its respective obligations under the terms of this Lease Agreement, and (iv) the specific nature of any defence or offset that the City may assert in connection with any effort on Lessee's part to enforce any of the obligations the City undertakes under the terms of this Lease Agreement. The Director in the best interest of the City is hereby authorized to execute and deliver said estoppel certificates on behalf of the City.

- N. City acknowledges that without the Leasehold Mortgagee's prior written consent, Lessee may not: (1) be bound by an amendment to this Lease Agreement, (2) exercise any right available to it under the terms of this Lease Agreement or at law to cancel this Lease Agreement, or (3) voluntarily surrender possession of the Leased Premises to the City. City further acknowledges that the Leasehold Mortgagee will not be bound by any amendment, cancellation or surrender that occurs in contravention of the foregoing provisions of this subparagraph.

Section 1003. Subleases. Any sublease for space or granting of rights acquired hereunder shall be subject to the review and prior written approval of Director, which approval shall not be unreasonably withheld, delayed, or conditioned. At least thirty (30) days prior to any contemplated sublease of all or any part of the Leased Premises, Lessee must submit in writing a request to the Director. Such a request shall include a copy of the proposed sublease (see Section 1004 below). No sublease shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved sublease agreement as provided for above. All subleases shall, at a minimum, include provisions: (i) requiring strict compliance with all applicable provisions of this Lease Agreement; (ii) that the Sublessee will use the facilities or Improvements solely for the purposes identified in this Lease Agreement; (iii) that all terms of the sublease are subject to and subordinate to the provisions of this Lease Agreement; (iv) that the term of the sublease shall expire no later than at the expiration or early termination of this Lease Agreement; and (v) that the Sublessee shall fully release the City for all environmental and geotechnical conditions of the Leased Premises, as provided in Section 203.E. Lessee shall be responsible for the performance of its Sublessees and shall initiate and take all corrective action immediately should a Sublessee fail to strictly comply any applicable provision of this Lease Agreement.

Section 1004. Request for Consent. Lessee's request for consent to Assignments or subleasing must also include:

- A. name, address, tax identification numbers, and telephone number of the proposed assignee, Successor Lessee, or Sublessee;

- B. detailed description of the proposed operation, if applicable;
- C. the business background, experience, and qualifications of the proposed assignee, Successor Lessee, or Sublessee, including resumes of key employees;
- D. the type of equipment or improvements, if applicable, necessary to conduct the proposed assignee's, Successor Lessee's, or Sublessee's intended operations;
- E. statements and documents demonstrating the financial stability of the proposed assignee, Successor Lessee, or Sublessee;
- F. if a request for an Assignment to a Successor Lessee, proof of the qualifications requirements set forth in Section 1002.I;
- G. copies of the proposed Assignment or Sublease documents; and
- H. any other information the City may reasonably request.

Section 1005. Chapter 100 Financing. Lessee anticipates that it will enter into a financing arrangement with the City of Bridgeton, Missouri ("**Bridgeton**"), pursuant to which Bridgeton will issue certain industrial revenue bonds pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended, the proceeds of which will be loaned to Lessee (the "**Chapter 100 Financing**"). As part of the Chapter 100 Financing, Lessee's personal property shall be titled in the name of Bridgeton and leased to Lessee, which personal property will be exempt from ad valorem taxation. Lessor acknowledges that, in connection with the Chapter 100 Financing, Lessee may also receive a sales tax exemption certified by the Missouri Department of Economic Development pursuant to Section 144.054.3 of the Revised Statutes of Missouri, as amended, on Lessee's purchase of personal property in the name of Bridgeton and leased to Lessee. Nothing in this Section shall obligate Lessee to acquire any particular kind or quantity of personal property. To the extent that all or any portion of the land and Improvements that comprise the Leased Premises become subject to ad valorem taxes as a result of this Lease Agreement, Lessee may also assign this Lease Agreement to Bridgeton in return for a sublease by Bridgeton to Lessee of the Leased Premises (the "**Chapter 100 Financing Lease**"), subject to and in accordance with the provisions of this Lease Agreement. The Chapter 100 Financing Lease shall be considered a sublease and shall be subject and subordinate to this Lease Agreement and Lessee agrees that the Chapter 100 Financing Lease will require that Lessee will continue to abide by the terms of this Lease Agreement. When and to the extent that the Chapter 100 Financing Lease terminates, Lessee shall once again become the lessee under this Lease Agreement and no further modification of this Lease Agreement shall be necessary. Any such assignment of this Lease Agreement to Bridgeton in connection with the Chapter 100 Financing shall be considered a collateral assignment pursuant to Section 1002 and subject to its provisions, and any Chapter 100 Financing Lease shall be considered a sublease pursuant to Section 1003 and subject to its provisions. Lessor covenants and agrees that, upon the termination of the Chapter 100 Financing Lease, neither this Lease Agreement, nor Lessee's possession of the Leased Premises, nor any of Lessee's rights as to the Leased

Premises under this Lease Agreement, shall be terminated, disturbed, diminished or in any way adversely affected by reason of termination of the Chapter 100 Financing Lease, provided that nothing in this Section shall impair the ability of the Lessor to terminate this Lease Agreement in accordance with Section 1102. Lessor shall reasonably cooperate with Lessee in the implementation and administration of the Chapter 100 Financing, including the delivery of reasonable estoppel certificates from time to time certifying to Lessee's occupancy of the Leased Premises and performance of its obligations under this Lease Agreement.

## ARTICLE XI DEFAULT AND TERMINATION

Section 1101. Events of Default. Each of the following constitutes an "**Event of Default**" under this Lease Agreement if Lessee fails for a period of thirty (30) days after written notice specifying such default by the City to cure such default; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such thirty (30) day period, shall not give rise to an Event of Default if corrective action is instituted by Lessee within such thirty (30) day period and diligently pursued until the failure is corrected ("**Cure Period**"), unless otherwise expressly provided for in this Section 1101:

- A. Lessee fails to punctually pay when due any Ground Rent, Royalty Charge, or any other fees, charges or money payments required to be paid hereunder.
- B. Lessee fails to keep, perform and observe any promise, term, covenant, warranty, or other provision of this Lease Agreement, not otherwise expressly addressed in this Section 1101.
- C. Lessee fails to have the Public Access Compressed Natural Gas Fuel Station operational by 90 days after the Completion Date, unless such delay is due to a Force Majeure Event (see Section 1205).
- D. Lessee fails to seek approval or consent from the City or Director whenever such approval or consent is required by this Lease Agreement.
- E. Any representation or warranty of a material fact made by Lessee in its dealings with the City, or in any certificate, affidavit, statement or report 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 at the time of the City's notice of an Event of Default.
- F. Lessee takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors. **There shall be no Cure Period for this default.**
- G. Lessee 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 Lessee under any chapter of the Bankruptcy Code. **There shall be no Cure Period for this default.**

- H. Lessee is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Lessee's creditors or stockholders seeking Lessee's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof.
- I. 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 Lessee and is not dismissed or stayed within sixty (60) days after the filing thereof.
- J. 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 Lessee and such possession or control continues in effect for a period of sixty (60) days.
- K. Lessee becomes an entity in dissolution.
- L. The letting, license, or other interest of or rights of Lessee 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 Section 1101.E - J.
- M. Lessee fails to pay when due any taxes or assessments relating to its operation or its employees; provided, however, that any such failure shall not give rise to the City's right to terminate this Lease Agreement if Lessee is actively prosecuting or defending a related claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

Section 1102. Termination by the City. Except as expressly provided for in Sections 1002 and 1101, whenever an Event of Default has occurred, the City may, immediately after providing an additional thirty (30) days written notification with right to cure such Event of Default (a total of sixty (60) days notice), terminate this Lease Agreement and/or Lessee's rights granted hereby; provided, however that any such Event Of Default which can be cured, but which cannot with due diligence be cured within such sixty (60) day period, shall not give rise to City's right to terminate this Lease Agreement if corrective action is instituted by Lessee within such sixty (60) day period and diligently pursued until the Event of Default is corrected. The remedies set forth herein shall be in addition, and not concurrent, to all other remedies that are or may be available

to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Lessee hereunder. In no event shall this Lease Agreement or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, or reorganization proceeding.

Section 1103. Termination by Lessee. At any time that Lessee is neither in default nor has committed an Event of Default hereunder, in addition to any rights Lessee may have at law or equity, Lessee may terminate this Lease Agreement by giving the City ninety (90) days advance notice upon or after the happening of any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Lease Agreement, specifying such failure and requesting that it be remedied, is given to the City by Lessee; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such ninety (90) day period, shall not give rise to Lessee's right to terminate this Lease Agreement if corrective action is instituted by the City within such ninety (90) day period and diligently pursued until the failure is corrected.

Section 1104. Rights Cumulative. It is understood and agreed that the rights and remedies of the City and Lessee specified in this Article XI are not intended to be, and shall not be exclusive of one another or exclusive of any common law right of either of the parties hereto or any right that either party may have at law or in equity.

## **ARTICLE XII MISCELLANEOUS PROVISIONS**

Section 1201. Notice. Except as otherwise expressly provided in this Lease Agreement, all notices, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing and shall be delivered personally, or by overnight mail with receipt, or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, or shall be sent by email, telex, telegram, telecopy, fax or other similar form of rapid transmission confirmed by the mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission; and, shall be addressed to the parties at the respective addresses set forth below.

If to the City:

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

A copy shall also be sent to the Airport Properties Division Manager at the same address.

If to the Lessee:

Michael R. Spotanski  
Senior Vice President  
Chief Integration and Innovation Officer  
The Laclede Group, Inc.

720 Olive Street, Room 1522  
St. Louis, MO 63101  
Office: 314-342-0755

Mark C. Darrell  
Senior Vice President, General Counsel  
and Chief Compliance Officer  
The Laclede Group, Inc.  
720 Olive Street, Room 1504  
St. Louis, MO 63101  
Office: 314-342-0520

Thomas Schultz  
Manager NGV Business Development  
The Laclede Group, Inc.  
720 Olive Street, Room 1422  
St. Louis, MO 63101  
Office: 314-342-0684

with a copy to the Leasehold Mortgagee if required by Section 1002.F.

The parties or either of them may designate in writing from time to time any changes in addresses or any addresses of substitute or supplementary persons in connection with said notices. Notice shall be deemed received at earlier of actual receipt or: i) if delivered by personal service, when delivered to the addressee; ii) if by overnight delivery, the next business day, iii) if sent by certified mail as provided above, four (4) days after being deposited in the mail; and (iv) if by rapid transmission confirmed by mailing as provided above, when sent.

Section 1202. Condemnation.

- A. Total Take - If the whole of the Leased Premises should be taken by the exercise of the power of eminent domain by any public entity, including the City, this Lease Agreement shall terminate as of the date of vesting of title in the condemning authority.
- B. Partial Take - If less than the whole of the Leased Premises, including any Improvements, should be taken by the exercise of the power of eminent domain by any public entity, including the City, then this Lease Agreement shall terminate only as to that portion of the Leased Premises so taken as of the date of the vesting in the condemning authority of title to such portion, but this Lease Agreement shall remain in full force and effect with respect to that portion of the Leased Premises not so taken, provided that the Director and the Lessee, after good faith discussions, determine that the remainder of the Leased Premises may be feasibly used for the purposes contemplated by this Lease Agreement. After a partial condemnation of the Leased Premises, the Ground Rent shall be adjusted *pro tanto*.

C. Possession by Lessee - Notwithstanding any termination of this Lease Agreement in whole or in part under Paragraphs A and B of this Section 1202, Lessee may remain in possession of each portion of the Leased Premises as shall be so taken at the applicable rent herein provided, until the condemning authority shall require Lessee to surrender such possession. Any rent or charge in the nature of rent which Lessee is required to pay to the condemning authority in consideration of such remaining in possession shall be paid by Lessee and shall reduce *pro tanto* the obligation of Lessee to payment hereunder.

D. Whether all or a portion of the Leased Premises should be taken in a condemnation proceeding, Lessee shall be entitled to receive from the City that portion of the condemnation award allocable to the then-remaining value, calculated in accordance with Missouri condemnation law, of the Improvements (taking into account the value of the City's ownership interest in the Improvements at the expiration of this Lease Agreement in accordance with Sections 303 and 608) as well as the value of Lessee's leasehold interest in the Leased Premises.

Section 1203. Non-Discrimination and Affirmative Action Program.

- A. Lessee hereto understands and agrees that the City in operation and use of the Lambert-St. Louis International Airport® will not discriminate or permit discrimination against any person or group of persons on the grounds of race, creed, color, religion, sex, age, disability, national origin or ancestry, in a manner prohibited by 49 C.F.R. Part 21. Lessee 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. Lessee hereby agrees that its Leased Premises shall be posted to such effect as required by such regulation.
- B. Lessee agrees that in performing under this Lease Agreement, neither it nor anyone under its control including, without limitation, any Sublessee, shall permit discrimination against any employee, worker or applicant for employment because of race, creed, color, religion, sex, age, disability, national origin or ancestry. Lessee shall take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, disability, national origin or ancestry. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit, expel, discharge, demote or transfer layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- C. Lessee shall state in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Lessee, and shall cause such solicitations, advertisement or publications made by Sublessees to state, that all qualified applicants shall receive meaningful consideration for employment



without regard to race, creed, color, religion, sex, national origin or ancestry. All advertisements or solicitations for applicants for employment shall contain the phrase "An Equal Opportunity Employer." Lessee shall not make inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification or discrimination because of race, creed, color, religion, sex, national origin or ancestry.

- D. Lessee agrees that should it be determined by Lessee or the City that Lessee will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the Revised Code of the City of St. Louis, Lessee shall 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 Lessee to achieve the provisions of its program.
- E. Lessee shall permit reasonable access by the City to such persons, reports and records as are necessary for the purpose of ascertaining Lessee's or Sublessees' compliance with fair employment practices.
- F. Lessee further agrees that these clauses (Paragraphs B through E of this Section 1203) covering discrimination and equal opportunity practices in all matters of employment and training for employment shall be incorporated by Lessee in all subleases, contracts or agreements it enters into with Sublessees, 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 Lease Agreement.
- G. Whenever Lessee is sued by a Sublessee, tenant, subcontractor, vendor, individual, group or association as a result of compliance with the paragraphs (A through F) of these provisions relating to fair employment practices, Lessee shall notify the City in writing of such suit or threatened suit within ten (10) business days.
- H. In event of Lessee's or its Sublessees' noncompliance with nondiscrimination clauses of this Lease Agreement, or to furnish information or permit Lessee's books, records and account to be inspected within twenty (20) days from date requested, this Lease Agreement may be terminated or suspended, in whole or in part subject to Article XI above, and Lessee may be declared ineligible for further City contracts for a period of one year by option of the City; provided that if this Lease Agreement is terminated or suspended for failure to comply with fair employment practices, Lessee shall have no claims for any damages or loss of any kind whatsoever against the City.
- I. Lessee assures that it shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, age, disability or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart

E. Lessee 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. Lessee assures that it will require that its covered Sublessees provide assurances to the City that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

Section 1204. No Personal Liability. No director, officer, employee, or agent of the City or the Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease Agreement or because of any breach hereof or because of its or their execution of this Lease Agreement. Any administrative complaint brought against the City relating to any aspect of this Lease Agreement shall be brought against the City and not against named individual respondents.

Section 1205. 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 ("**Force Majeure Event**") affecting the rights or obligations of the City or Lessee 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 Lessee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption, and the applicable time periods hereunder shall be extended by the number of days that performance was reasonably delayed as a result of a Force Majeure Event. It being understood and agreed that nothing in this Section 1205 is intended or shall be construed or interpreted to abate, postpone, or in any respect diminish Lessee's obligation to make payments due the City under this Lease 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 1206. Successors and Assigns. All of the terms, provisions, covenants, stipulations, conditions, warranties, and considerations of this Lease Agreement shall extend to and bind the legal representatives, successors, Sublessees and permitted assigns of the respective parties hereto. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Lease Agreement.

Section 1207. Quiet Enjoyment. Except for such time as an Event of Default has occurred and remains uncured, Lessee shall peacefully and quietly enjoy and possess the Leased Premises, throughout the Initial Term and any Renewal Term, subject only to the conditions herein set forth, free from any hindrance or molestation.

Section 1208. Operation and Maintenance of Airport. City shall at all times operate the Airport properly and in a sound and economical manner; and 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 1209. Title to the Leased Premises. The Leased Premises from the date hereof until the expiration or early termination of this Lease 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 Lease Agreement.

Section 1210. Agreements with the United States. This Lease Agreement is subject and subordinate to the provisions of any agreement heretofore made between City and the United States, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of Federal rights or property to City for Airport purposes, or to the expenditure of Federal funds for the extension, expansion, or development of the Airport, including the expenditure of Federal funds for the development of the Airport in accordance with the provisions of the Airport and Airway Development Act as it has been amended from time to time. This Lease Agreement is also subordinate to the rights of the United States Government to operate all of the Airports, or any part thereof, during time of war or national emergency. Such rights shall supersede any provisions of this Lease Agreement inconsistent with the operation of the Airport by the United States Government

Section 1211. Modifications to Maintain Federal Compliance. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement, development, or expansion of the Airport, modifications or changes to this Lease Agreement or determines this Lease Agreement to be inconsistent with City's grant assurances, current or future, Lessee agrees to consent to such reasonable amendments, modifications, or changes to this Lease Agreement as may be reasonably required to enable the City to obtain said funds or comply with the City's grant assurances.

Section 1212. Governing Law/Compliance/Venue. This Lease Agreement shall be deemed to have been made in, and be construed in accordance with the laws of the State of Missouri and is subject to the City's Charter laws and ordinances, as may be amended from time to time. The parties shall perform and comply in all material respects with laws, rules, orders, ordinances, regulations, Environmental Laws, Environmental Permits, decrees, judgments and requirements now or hereafter enacted or promulgated which are applicable to the Leased Premises. It is agreed by the parties hereto that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Lease Agreement, or regarding its alleged breach, shall be instituted only in a court in The City of St. Louis, Missouri.

Section 1213. Headings. The headings of the Articles and Sections of this Lease Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of any provisions of this Lease Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 1214. Amendments. Except as expressly provided for herein, this Lease Agreement may only be amended by a written agreement, duly authorized and executed by all the signatories to this Lease Agreement. It being understood that any amendment to this Lease Agreement must be approved by the City's Airport Commission and its Board of Estimate and Apportionment and authorized by a City ordinance approved by the City's Board of Aldermen.

Section 1215. Environmental Notice. Lessee shall promptly notify the Director of Airport of (1) any change in the nature of the Lessee's operations on or within the Leased Premises that will materially and/or substantially change the Lessee's or City's potential obligations or liabilities under Environmental Laws, or (2) notice of violation, a governmental order or the commencement of any governmental entity of a formal administrative proceeding before an administrative law judge or a civil or criminal action before a judicial tribunal alleging a violation of any Environmental Law in connection with Lessee's operations within the Leased Premises.

Section 1216. Previous Agreements. It is expressly understood by the parties hereto that the provisions of this Lease Agreement shall in no way affect or impair the terms, covenants, conditions, or obligations of any other existing or prior agreement between the Lessee and the City.

Section 1217. Withholding Required Approvals. Unless otherwise expressly provided for herein, whenever the approval of the City, or Director, or of Lessee is required herein, no such approval shall be unreasonably requested, delayed, or withheld. The parties hereto shall cooperate with each other in all aspects and use best efforts to reach consensus and expedite any reviews.

Section 1218. Waivers. No provision of this Lease Agreement shall be deemed or construed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms of this Lease Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms and provisions of this Lease Agreement.

Section 1219. Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA Grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable nor, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other terms, covenants, conditions and provisions of this Lease Agreement shall remain in full force and effect provided that the striking of such terms, covenants, conditions or provisions does not materially prejudice either the City of Lessee or its respective rights and obligations contained in the valid terms, covenants, conditions, or provisions of this Lease Agreement.

Section 1220. Americans with Disabilities Act ("ADA"). Lessee shall be responsible for compliance with the ADA, and any other federal, state, or local laws or City Ordinances or regulations pertaining to the disabled individual having access to the Leased Premises.

Section 1221. Advertising. Neither Lessee nor any Sublessee shall have the right to use trademarks, symbols, trade names or name of the Airport or the City, either directly or indirectly, in connection with any production, promotion service or publication without the prior written consent of the Director.

Section 1222. Conflict Between Tenants. In the event of a conflict between Lessee and any other tenant, licensee or concessionaire, as to the respective rights of the others, the Director of Airports shall review the applicable agreements and by reasonable interpretation thereof determine the rights of each party, and Lessee agrees to be bound by such decision. All determinations by the Director of Airports are final.

Section 1223. Time is of the Essence. The parties hereto expressly agree that time is of the essence in this Lease Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and understanding of this Lease Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1224. Acknowledgment of Terms and Conditions. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Lease Agreement. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this Lease Agreement. As such, the terms of this Lease 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 Lease Agreement or any amendments, modifications or exhibits thereto.

Section 1225. Entire Agreement. The terms, covenants, warranties, conditions, and provisions of this Lease Agreement are intended by the parties as a final expression of their agreement with respect to said provision as are included in this Lease Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This Lease Agreement, together with all exhibits attached hereto and all documents incorporated herein by reference, constitutes the entire agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein. Except as expressly provided for in this Lease Agreement, this Lease Agreement may be amended only by written agreement duly authorized and executed by all the signatories to this Lease Agreement.

Section 1226. Required Approvals. When the consent, approval, waiver, certification, or extension in time of performance of other party is required under the terms of this Lease Agreement, unless otherwise expressly stated herein (an "**Approval**"), the Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director is required, the Approval must be from the Director, which action the Director may take subject to applicable laws, regulations and ordinances of the City, and in the best interest of the City and the traveling public. Whenever the Approval of Lessee is required, the Approval must be from the Michael R. Spotanski, Senior Vice President-Chief Integration and Innovation Officer or his/her authorized or designated representative.

Section 1227. Memorandum of Lease. The City and Lessee agree at the request of either party to execute a memorandum of this Lease Agreement in a recordable form for the sole purpose of giving notice of this Lease Agreement. The Director, on behalf of the City and in its best interest, is hereby authorized to enter into, execute and deliver said memorandum of lease.

Section 1228. Binding Contract; Counterparts. This Lease Agreement shall become effective and binding only upon the execution and delivery hereof by the City and Lessee. Lessee acknowledges and agrees that this Lease Agreement is contingent upon the approval of the City Board of Estimate and Apportionment and must be authorized by the City's Board of Aldermen. This Lease Agreement and any companion document or instruments referred to herein, may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.

Section 1229. Exhibits and Attachments. All exhibits and attachments described herein are fully incorporated into this Lease Agreement by this reference as if fully set out herein. The City and Lessee shall reasonably and in good faith finalize and attach all such exhibits and attachments to this Lease Agreement, which may not have been in final form as of the Effective Date.

Section 1230. Prevailing Wage. Lessee and all Sublessees shall comply with the applicable provisions of the City's Prevailing Wage Law in accordance with and subject to City Ordinance No. 62124, as it may be amended from time to time, as a condition of this Lease Agreement.

Section 1231. Estoppel Certificates. At any time and from time to time, either party, on or before the date specified in a written request therefore made by the other party, which date shall not be earlier than thirty (30) days from the making of such request, shall execute, acknowledge and deliver to the other a certificate evidencing whether or not:

- A. This Lease Agreement is in full force and effect; and
- B. This Lease Agreement has been amended in any way; and
- C. There are any existing defaults hereunder on the part of the other party and specifying the nature of such defaults if any; and
- D. The amount of Initial Rent and Adjusted Rent, and the date to which such rents have been paid; and
- E. Such other facts with respect to this Lease Agreement or the Leased Premises as City or Lessee may reasonably request.

Each certificate delivered pursuant to this Section may be relied on by any prospective mortgagee, or transferee of the Leased Premises or of City's or Lessee's interest hereunder.

**[Signature page to follow.]**

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

Pursuant to City of St. Louis Ordinance 67385 approved on February 6, 2013.

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

The foregoing Lease Agreement was approved in substance by the Airport Commission at its meeting on the 9 day of Jan, 2013.

BY: [Signature] 2/10/13  
Commission Chairman  
and Director of Airports Date

The foregoing Lease Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on January 16, 2013.

Approved as BB# 276  
[Signature] 2/14/13  
Secretary  
Board of Estimate & Apportionment Date

**APPROVED AS TO FORM BY:**

[Signature] 2/15/13  
City Counselor  
City of St. Louis Date

**COUNTERSIGNED BY:**

[Signature] 2/25/13  
Comptroller  
City of St. Louis Date

**ATTEST TO BY:**

[Signature] FEB 25 2013  
Register  
City of St. Louis Date

65219

LACLEDE VENTURE CORP.:

BY: Michael R. Spotanski

NAME: Michael R. Spotanski

TITLE: President Laclede Venture Corp.

DATE: January 7, 2013

Legal: DPA

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:40:03 +0000



## **TABLE OF EXHIBITS**

<b>EXHIBIT “A”</b>	Description of the Leased Premises
<b>EXHIBIT “B”</b>	Depiction of the Leased Premises
<b>EXHIBIT “C”</b>	Description of Development & Schedule

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:40:03 +0000

## **EXHIBIT “A”**

### **Description of the Leased Premises**

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## EXHIBIT A

A TRACT OF LAND BEING PART OF TOWNSHIP 46 NORTH, RANGE 6 EAST IN ST LOUIS COUNTY, MISSOURI PART AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT INTERSECTION OF THE SOUTH EAST CORNER OF A TRACT OF LAND DEDICATED TO THE CITY OF ST LOUIS RECORDED IN DEED BOOK 14249, PAGE 2015 AND THE WESTERN RIGHT OF WAY LINE OF CYPRESS ROAD THENCE NORTHWARDLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 7833.66 AND AN ARC LENGTH OF 46.31, SAID CURVE HAVING A CHORD WHICH BEARS NORTH 20 DEGREES 56 MINUTES 50 SECONDS EAST 46.31 FEET TO A POINT; THENCE NORTH 20 DEGREES 46 MINUTES 40 SECONDS EAST 7.86 FEET TO A POINT THENCE; NORTH 69 DEGREES 13 MINUTES 20 SECONDS WEST 20.81 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE NORTH 83 DEGREES 47 MINUTES 37 SECONDS WEST 167.00 FEET TO A POINT; THENCE NORTH 20 DEGREES 16 MINUTES 26 SECONDS EAST 263.18 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET AND AN ARC LENGTH OF 79.52 FEET TO A POINT; THENCE SOUTH 83 DEGREES 47 MINUTES 37 SECONDS EAST 144.50 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF CYPRESS ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 46 DEGREES 40 MINUTES 40 SECONDS WEST 43.40 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 83 DEGREES 47 MINUTES 37 SECONDS WEST 23.92 FEET TO A POINT; THENCE SOUTH 20 DEGREES 16 MINUTES 26 SECONDS WEST 266.70 FEET TO THE POINT OF BEGINNING, CONTAINING 50,806.21 SQUARE FEET.

## **EXHIBIT “B”**

Depiction of the Leased Premises

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# LEASE AGREEMENT

FOR LACLEDE VENTURE CORPORATION

L.G.C. WO. NO. 67368

TOWNSHIP 46 NORTH, RANGE 6 EAST

ST. LOUIS COUNTY, MISSOURI



4237 CYPRESS ROAD  
N/F  
CITY OF ST. LOUIS  
14249/2015

PROPOSED  
LEASE  
AGREEMENT  
50,806.21 SQ.FT.

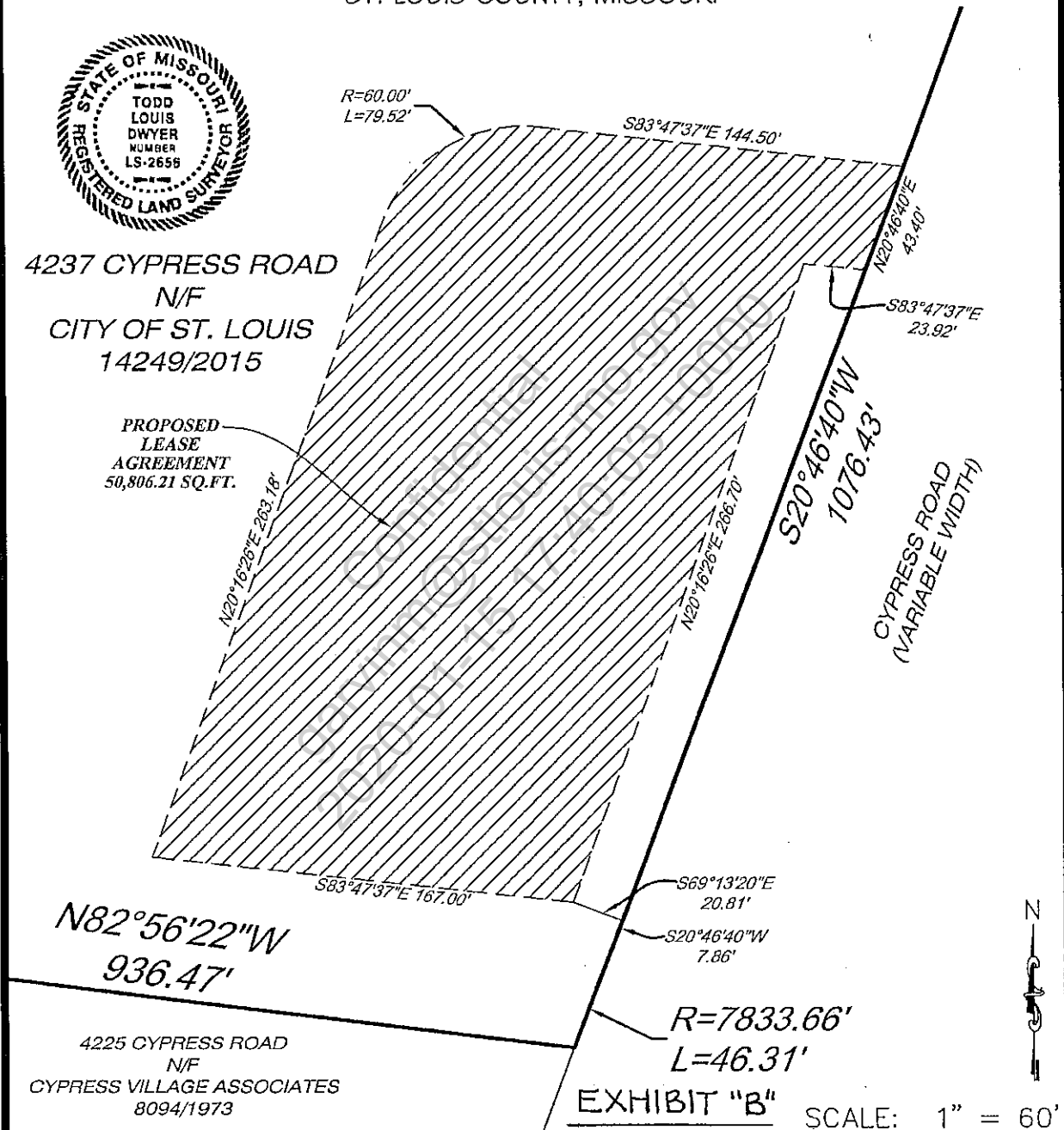


EXHIBIT "B" SCALE: 1" = 60'

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251 CHESTERFIELD  
INDUSTRIAL BLVD  
CHESTERFIELD, MO 63005  
TEL. 636-294-2972  
FAX: 636-294-3027

ORDER # 12-1993  
CYPRESS RD  
DATE: 1/4/2013  
DRAWN: BWS

## **EXHIBIT “C”**

### **Description of Development & Schedule**

Station Planning & Design	Complete April 2013
Site Preparation	Complete April 2013
Site Equipment Installation	Complete October 2013
Final Testing	Complete October 2013
Station Opening	November 1, 2013

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