

LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT®

UNION ELECTRIC CO.
d/b/a AMEREN-MISSOURI

WEST & EAST SUBSTATIONS

LEASE AGREEMENT

AL#-161

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LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
LEASE AGREEMENT
(West & East Substations)

THIS AGREEMENT made and entered into as of the _____ day of _____, 2014 (“**Agreement**”), by and between CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (“**City**”) and UNION ELECTRIC CO., d/b/a AMEREN MISSOURI (“**Lessee**”), a Missouri public utility company.

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;

WHEREAS, Lessee desires to lease certain land and improvements for its operations at the Airport and the surrounding communities; and

WHEREAS, City is willing to lease that land and improvements to Lessee.

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

ARTICLE I
DEFINITIONS AND INTERPRETATIONS

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

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

“**Airport**” as stated in the preamble hereof.

“**Airport Properties Department**” shall mean that department of the City of St. Louis Airport Authority that has as its primary responsibility the administration of all tenant, permittee, agent, concessionaire and other space at the Airport, and shall be the Lessee’s point of contact with the Airport on all issues related to this Agreement.

“City” as stated in the preamble hereof.

“Commencement Date” shall mean March 1, 2015 (see Article III).

“Director” means the Airport Director of the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement, and incorporates the granting of approval requirements of Section 1211 hereof.

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

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

“Existing Equipment” shall mean electric substation equipment, appurtenant lines, facilities for the transformation and distribution of electric power and other related installations provided, constructed, or installed by Lessee under any previous agreements or permits by the Lessee, and owned by the Lessee, and existing within the Premises as of the Commencement Date.

“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.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (“PCB’s”), petroleum, or crude oil or any fraction or derivative thereof, natural gas,

source material, special nuclear material, byproducts, pesticides, hazardous waste, toxic substance, or any material defined or treated as hazardous substance, regulated special waste, pollutant or contaminant (or comparable term under any of the Environmental Laws).

“Improvements” shall mean all construction, modernization, installation, refurbishment, and upgrades of all fixtures, equipment, facilities, improvements, and structures or appurtenances thereto built or erected by the Lessee under this Agreement and forming a part of and which are permanently affixed or attached to any portion of Airport real property or Existing Equipment within the Premises.

“Notice” shall mean a communication between the parties to this Agreement performed in accordance with the requirements of Section 1201 herein.

“Premises” means the area or areas described in Section 201, and shown on Exhibit “A,” that has or have been designated by the City for the exclusive occupancy and use by Lessee for the uses herein specifically provided including all Existing Equipment existing within the Premises as of the Commencement Date and any Improvements.

“Remediation Costs” means any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing applicable Environmental Laws or Environmental Permits, and/or (ii) attributable to Hazardous Materials left on City property in excess of applicable remediation standards derived by the U.S. Environmental Protection Agency, the U.S. Occupational Safety and Health Administration, the Missouri Department of Natural Resources or other governmental health agency as appropriate for commercial property, safe for occupational exposure or Airport use or which are in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of Lessee’s operations or activities at the Premises or the Lessee’s use of the City’s property under this Agreement or any previous agreement or permit. 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 Premises.

“Removable Fixtures” shall mean all equipment, personal property, and fixtures installed or placed by the Lessee within the Premises under this Agreement or any previous agreement or permit that are not permanently affixed to Airport real property, Existing Equipment or Improvements within the Premises.

“Rental Payment” means the rent payable by Lessee pursuant to Article IV.

“Rules and Regulations” means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport

Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

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

SECTION 102. INTERPRETATIONS. References in the text of this Lease to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Lease, unless otherwise specified.

1. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Lease refer to this Lease.
2. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.
3. Any headings preceding the text of the articles and sections of this Lease, 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, nor shall they affect its meaning, construction, or effect.
4. Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.
5. The term **“including”** shall be construed to mean “including without limitation,” unless otherwise expressly indicated.
6. All references to number of days shall mean calendar days.
7. Words used in the present tense include the future.

ARTICLE II PREMISES

SECTION 201. PREMISES. The City hereby leases and demises to Lessee and Lessee takes from City, land and improvements on Lambert-St. Louis International Airport®, as shown on **Exhibit “A”**, attached hereto and incorporated herein, and more fully described as **West Switchgear Enclosure**, located at the intersection of Service Road and Lambert International Boulevard, and the **East Switchgear Enclosure**, located at the intersection of Lambert International Boulevard and the exit lanes from Terminal 2 (**“Premises”**).

Lessee hereby acknowledges that it accepts and receives the 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 Premises or any portion thereof or otherwise including but not limited to: soil conditions of the land, structural conditions of any structures or facilities, the

geotechnical condition of the 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 Premises, or any other matter or thing affecting or relating to the Premises, except as expressly set forth in this Agreement. The City without limitation expressly disclaims and negates, as to the Premises: any implied or expressed warranty of fitness for a particular purpose; any implied warranty with respect to the condition of the Premises; its compliance with any zoning or other rules, regulations, laws or statutes applicable to the 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 Premises; or any other matter or thing relating to the Premises or any portion thereof .

SECTION 202. RESERVATIONS. The grant of lease hereunder is subject to the following reservations and conditions:

- A. Lessee shall not exercise the rights granted by this Agreement to Lessee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operation of other tenants or users of the Airport.
- B. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.
- C. The City reserves the right to grant utility and maintenance rights-of-way to itself and other over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Lessee's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Lessee.
- D. The City reserves the right (but shall not be obligated to Lessee) 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 in this regard.
- E. The City reserves the right to further develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as City in its sole and absolute discretion as it sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance of any kind.
- F. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Premises or the Airport which sole and absolute opinion of the City would limit the usefulness of the Airport, adversely effects the operations of the Airport or constitute a hazard to aircraft or air navigation.
- G. During the time of war or national emergency the City shall have the right to enter into an agreement with the Government of the United States of America ("**U.S. Government**") for use of part of all of the landing area, the publicly-owned air navigation facilities

and/or other areas or facilities of the Airport including the Premises and the rights granted herein. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the U.S. Government, shall be suspended immediately upon receipt written notice from the City.

- H. This Agreement shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, expansion, improvement, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the operation, expansion, improvement, development or maintenance of the Airport.
- I. The City reserves all gas, oil and mineral rights in and under the soil; provided, however, that the City, in the exercise of such rights, shall not substantially or materially interfere with the surface of the soil or with Lessee's use of improvements thereon.

SECTION 203. ACCESS. Subject to the terms, covenants and conditions of this Agreement hereof, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, subcontractors, agents, guests, and invitees. Subject to the terms, covenants, warranties and conditions of this Agreement, the City and its authorized officers, agents, "**qualified**" employees, as defined by the National Electric Safety Code, contractors, subcontractors and other representatives, its or their equipment, vehicles, machinery and other property shall have the right to access, ingress to and egress from the Premises without charge provided entry shall only be made by qualified personnel with prior Lessee approval, and that such right will not unreasonably and materially interfere with Lessee's use of the Premises and upon compliance with Lessee's reasonable safety, security and confidentiality procedures.

Employees shall be deemed "**qualified**" if they have completed Lessee's training for substation entry or if they are accompanied by Lessee's personnel.

If Lessee is not present to permit entry and entry is necessary, City, may, in case of an emergency, forcibly enter the Premises without rendering City liable therefore, except for any damage caused to Lessee's property because of such entry or any costs, damages or liability arising from the City's negligence or willful misconduct. Nothing contained herein shall be construed or interpreted to impose upon City any duty of inspection or repair of the Premises except as expressly and specifically provided for herein.

ARTICLE III TERM

SECTION 301. TERM. The **TERM** of this Agreement shall consist of Ten **(10) Years** beginning on **March 1, 2015** and ending on **February 28, 2025** unless sooner terminated in accordance with other provisions of this Agreement.

The City or Lessee may terminate this Agreement without cause by giving **365 calendar days** notice to the other party with no liability to the terminating party and such termination shall be deemed a no fault cancellation.

SECTION 302. SURRENDER OF POSSESSION. No notice to quit possession at the expiration date of the Term of this Agreement shall be necessary. Lessee covenants and agrees that at the expiration date of the Term of this Agreement, or at the earlier termination hereof, it will peaceably surrender possession of the Premises (see Article VI, Section 607 entitled "Title To Improvements" and Article XI entitled "Surrender Of Premises" of this Agreement).

SECTION 303. HOLDOVER PROVISION. If Lessee holds over after the expiration or early termination of this Agreement, the resulting tenancy shall, unless otherwise mutually agreed, be a tenant at will on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the City the same rents, fees, and charges as set forth herein (see Article IV entitled "Fees And Rentals" of this Agreement), unless different fees shall be agreed upon in writing by the Director on behalf of the City and the Lessee, and shall be bound by all terms, covenants and conditions of this Lease Agreement.

ARTICLE IV FEES & RENTALS

SECTION 401. RENTAL PAYMENT. Lessee shall pay in advance to the City the annual rental rate as stated below, payable in twelve (12) equal monthly installments. All Rental Payments shall be paid on or before the first (1st) day of each month during the Term of this Agreement, *without demand*.

<u>Year</u>	<u>Annual Amount</u>	<u>Monthly Amount</u>
1	\$2,258.13	\$188.18
2	\$2,371.04	\$197.59
3	\$2,489.60	\$207.47
4	\$2,614.08	\$217.84
5	\$2,744.78	\$228.73
6.	\$2,827.12	\$235.59
7.	\$2,911.93	\$242.66
8.	\$2,999.28	\$249.94
9.	\$3,089.25	\$257.43
10.	\$3,181.92	\$265.16

SECTION 402. UNPAID RENT AND FEES. All unpaid rent and fee payments due City

hereunder shall bear a service charge of 1.5% per month if same is not paid and received by City on or before the first (1st) of the month in which said payments are due, and Lessee agrees that it shall pay and discharge all costs and expenses including attorneys' fees and litigation cost incurred or expended by City in collection of said delinquent amounts due including services charges.

SECTION 403. NOTICE, PLACE AND MANNER OF PAYMENTS. Payments to the City required by this Agreement shall be made at the Airport Administrative Offices, with checks payable to the "Treasurer, City of St. Louis," at the address set forth in Section 1201, or at such other place or by whatever payment method that the City may determine and as the City may hereafter notify Lessee, and shall be made in legal tender of the United States of America.

SECTION 404. ADDITIONAL FEES, CHARGES, AND RENTALS. Lessee shall pay additional fees, charges, and rentals under the following conditions:

- A. If City has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse City for, or
- B. If City is required or elects to pay any sum or sums or incur any obligations or expense because of the failure, neglect, or refusal of Lessee to timely perform or fulfill any of the terms, covenants, or conditions of this 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 the fees, charges and rental thereafter due hereunder. Each and every part of such payment shall be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees, charges, and rental, as set forth herein.

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

SECTION 405. PROMPT PAYMENT OF TAXES AND FEES. Lessee covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and to take out and keep current all licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport, and further warrants, covenants and agrees not to permit any of said taxes, assessments, fees and charges to become delinquent.

ARTICLE V USE OF PREMISES

SECTION 501. USE. The City hereby grants to Lessee, subject to all payments, terms, covenants and conditions of this Agreement, permission to occupy, improve and use the Premises for the purpose of operating and maintaining an electric substation and appurtenant lines and facilities for the transformation and distribution of electric power to the Airport and

surrounding communities.

The use of areas not specifically included in Exhibit "A" entitled "Premises" must be approved in advance and in writing by the Director (see Section 1211 entitled "Required Approvals").

All deliveries to the Premises and/or for the Lessee are the responsibility of Lessee and not the City.

Lambert-St. Louis International Airport® is a smoke-free facility. Smoking is permitted only in designated smoking areas.

SECTION 502. COMPLIANCE WITH LAWS AND REGULATIONS. Lessee shall comply with all statutes, laws, rules, ordinances, orders, judgments, executive orders, decrees, permits, regulations, security procedures, plans and requirements, operating directives or requirements of all federal, state, City, local and other governmental authorities, including without limitation the "Airport Certification Manual" on file at the Airport Director's Office and the Airport's Rules and Regulations, now or hereafter applicable to the Premises or to any adjoining public ways, as to the manner of use or the condition of the Premises or of adjoining public ways, as may be amended from time to time (see Section 1221 entitled "Security Plan and Facilities").

SECTION 503. REPAIRS AND MAINTENANCE. Lessee warrants, represents and agrees that Lessee shall, throughout the term of this Agreement any extension thereof, at its own cost, and without any expense to the City, keep, repair and maintain the interior, structural and non-structural portions of the Premises in good and safe condition, sanitary and neat order, and will make all necessary repairs and maintenance thereto, ordinary and extraordinary, foreseen and unforeseen, and will make all necessary replacements thereto of like quality when beyond repair **except for permanent facilities owned by the City which include all exterior structures, foundations, driveways, sewers, and landscaping, all interior foundations, below grade conduit, ground conductors, security fence and the limestone chat yard surface.**

Lessee warrants, represents and agrees that Lessee shall restore, rehabilitate, or replace all Improvements and Existing Equipment that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessee shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises policed, secured, and in good repair. The City shall have no obligation or responsibility to keep the Premises policed, secured, or in good repair.

The City shall not be obligated to perform any maintenance or make any repairs or replacements of any kind, nature of description, to any existing mechanical, electrical, utility and structural systems of the Lessee or improvements to the mechanical, electrical, utility and structural systems of the Lessee. Lessee will provide and pay for all repairs and maintenance of the Lessee's mechanical, electrical, utility and structural systems on the Premises. The following list includes certain functions but Lessee's responsibilities are not limited to those functions:

- A. Keep all Improvements and Existing Equipment in good and safe order and condition.
- B. Keep all its equipment and fixtures in good repair and appearance.
- C. Keep Premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.

- D. Repair all damage to the Premises or the City's property within the Premises when such damage results from the careless or negligent acts or omissions of Lessee or Lessee's employees or agents.
- E. Provide for complete, sanitary handling and disposal of all trash, garbage and refuse (liquid or solid) in accordance with 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.
- F. If the City establishes a recycling program, the Lessee will fully participate in said recycling program. Lessee must comply with all applicable City, county, state and federal regulations regarding recycling.
- G. Confine all handling and holding of Lessee's property to the Premises.
- H. Keep all papers and debris picked up daily from the Premises.
- I. Keep all grass mowed, and shrubbery and other plantings pruned, trimmed and maintained to high standards, if applicable.
- J. Perform custodial services from time to time as necessary.
- K. Keep Premises free of all pests and provide pest control services as needed.
- L. No storage will be permitted on the exterior areas of the Premises.
- M. 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.
- N. Comply with the Airport's Storm Water Detention Design Criteria and Guidelines dated December 1986 as revised from time to time, as well as any and all applicable 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 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. 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 Premises.
- O. 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 Materials, or oil product from the Premises caused by the acts or omissions of Lessee or its employees, officers, contractors, guests, agents, or invitees and/or arising out of the Lessee's use or operation within the Premises, in the event of which Lessee shall also immediately inform the Airport of such release or discharge. Upon discovery by Lessee, Lessee shall immediately notify the Airport of any non-permitted 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 801.B entitled "Duty to Notify City").

- P. Lessee covenants, stipulates, and agrees that the Lessee shall comply with the Airport's National Pollutant Discharge Elimination System ("NPDES") in regard to its activities within the Premises or at the Airport (see Section 503.O and 503.P). Lessee shall submit its Stormwater Pollution Prevention Plan ("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.
- Q. 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 oil or petroleum based products within the Premises. Lessee shall submit its Spill Prevention Control and Countermeasures Plan ("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 Premises.
- R. 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 and materials relate to Hazardous and Solid Waste Management or related environmental issues and which pertain to the Premises and which would be discoverable in litigation (see Section 801.B entitled "Duty To Notify City", Section 801.D entitled "Access for Environmental Inspection and Section 801.F entitled "Review of Environmental Documents").

The Director may temporarily or permanently close any roadway or other right-of-way for access to the Premises, so long as another means of access is provided. The City shall provide reasonable notification of such access changes and use commercially reasonable best efforts to provide alternate means of access.

SECTION 504. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, "**qualified**" employees as defined by the National Electric Safety Code, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption of Lessee's operations as is practicable) to enter upon and in the Premises for the following purposes:

- A. To inspect such Premises to determine whether Lessee has complied and is complying with the terms, covenants and conditions of this Agreement.
- B. To gain access to the mechanical, electrical, utility and structural systems of the Airport for the purpose of maintaining and repairing such systems.

- C. To perform inspections, testing, reporting, surveys, environmental inspections or remediation, studies and assessments during normal business hours.
- D. To perform maintenance and make repairs in any case where Lessee is obligated, but has failed to do so, after the City has given Lessee notice to do so, in which event Lessee shall reimburse the City for the cost thereof, plus a charge of fifteen percent (15%) for overhead, promptly upon demand.

In reference to Subsections B, C and D, access and entry shall only be made by qualified personnel with prior Lessee Approval as provided for in Section 203 of this Agreement. Subject to the terms, covenants and conditions of this Lease hereof, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, agents, guests, patrons and invitees.

SECTION 505. UTILITIES. Lessee will provide and pay for all utilities used on the Premises.

SECTION 506. UTILITY SERVICE. Unless due solely to the gross negligence or willful misconduct of the City, the City shall not be liable to Lessee for any damages, costs or losses of any kind whatsoever due to the interruption of any utility service, or for any delay in the supplying or furnishing of any utility service. Notwithstanding the above, the City shall not be responsible for any consequential or special damages.

SECTION 507. INTERFERENCE WITH AIRPORT UTILITIES. Lessee shall not interfere with the Airport's utilities systems including but not limited to drainage or sewage systems, plumbing, heating, cooling and air condition systems, electrical systems, communications systems, domestic hot or cold water, gas, fire suppressions systems, fire alarm systems, and fire hydrants on the Airport, without prior notification to, and written approval from the Director.

SECTION 508. INTERFERENCE TO AIR NAVIGATION. Lessee warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of Part 77 of the Federal Aviation Regulations or subsequent and additional regulations of the Federal Aviation Administration (FAA), will be constructed or permitted to remain in or on the Premises. Any obstructions will be immediately removed by Lessee at its expense. Lessee warrants, represents and agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that would interfere with the line of sight of the Air Traffic Control Tower and its operations. Lessee further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the 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.

ARTICLE VI
IMPROVEMENTS AND ALTERATIONS

SECTION 601. MECHANICS' AND MATERIALMEN'S LIENS. Lessee agrees not to permit any mechanics' or materialmen's or any other lien or encumbrance to be attached or foreclosed upon the 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.

SECTION 602. CONSTRUCTION BY LESSEE. Lessee may improve the Premises subject to written approval of the Director. Lessee will submit to the Director detailed plans and specifications for all improvements to and equipping of the Premises prepared in accordance with the Tenant Design Standards issued by Lambert-St. Louis International Airport®. Lessee shall submit detailed drawings, plans, and specifications for improving and equipping the Premises. *Lessee shall not begin any work until it receives the approval of its plans and specifications from the Director.* Any changes in the plans or specifications after approval will require resubmission.

Lessee shall provide the Director with a copy of all applicable permits as required by local municipalities prior to beginning any construction or alterations. No reduction or abatement of Rental Payments shall be allowed for any interference with Lessee's operations by such construction.

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

Lessee shall provide the Director, within sixty (60) days of completion or occupancy of any construction or modification to the Premises, reproducible as-built drawings on either Mylar or Sepia Mylar base and in an electronic format acceptable to the City.

SECTION 603. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to improving and equipping the Premises, Lessee shall require the contractor to 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 or unjust, by third persons against the City, its Board of Aldermen, Airport Commission and their respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than \$2,000,000.00 as to any one person, and \$2,000,000.00 as to any one occurrence, and with property damage limits of not less than \$2,000,000.00 as to any one occurrence. Said insurance shall be in a form acceptable to the City.

SECTION 604. PERFORMANCE AND PAYMENT BONDS. Lessee shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond **and** a Payment Bond each in the full amount of any contract in a form acceptable to the City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo (Revised Statutes State of Missouri). Copies of the bonds shall be given to the City for approval before work

begins. Any sum or sums derived from said Performance and Payment Bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

SECTION 605. SIGNS. Lessee agrees that no signs or advertising displays shall be placed on, painted on or erected in any manner upon the areas of the Premises exposed to the public without prior written approval of the Director and that such signs shall conform to reasonable standards established by said Director with respect to wording, type, size, design, color and location.

SECTION 606. NONDISTURBANCE OF AIRPORT TENANTS AND OPERATIONS. Any work by Lessee and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Lessee shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Lessee or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

SECTION 607. TITLE TO IMPROVEMENTS AND EXISTING EQUIPMENT. Title to all Existing Equipment and all Improvements constructed or placed in or on the Premises by Lessee under this Agreement or any previous agreements or permits including all alterations, modifications and enlargements thereof shall remain the property of the Lessee unless otherwise agreed to in writing by the City, as provided for in this Agreement; 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 the terms, covenants, warranties, and conditions of this Agreement. Title to the Premises including all transformer pads, shall become part of the Premises with title vesting to the City upon the expiration, earlier termination or cancellation of this Agreement. However, upon the expiration, early termination or cancellation of the Agreement, and at the written request of the City, Lessee shall remove any and all Existing Equipment and Improvements, except transformer pads, constructed or placed on the Premises. Lessee warrants, represents, stipulates, and agrees to bear all costs of such removals and restorations. In the event said Improvements and Existing Equipment are not removed within one (1) year after receipt of Notice by Lessee, the City may cause all Improvements and Existing Equipment to be removed at the *sole cost and expense* of Lessee (see Article XI entitled "Surrender Of Premises").

City reserves the right and Lessee agrees that the Director of Airports may require Lessee to restore the Premises to the condition that originally existed at the time of Lessee's initial entry upon the Premises under this Agreement or any preceding agreement or permit. Lessee agrees to bear all costs of such removals and restorations.

ARTICLE VII INSURANCE AND INDEMNIFICATION

SECTION 701. LIABILITY INSURANCE. Lessee, will obtain, at its sole expense and at all times during the Term of this Agreement, liability insurance against the risk of all claims and

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

- A. Comprehensive General Liability: \$3,000,000 Combined Single Limit;
- B. Comprehensive Automobile Liability: \$3,000,000 (all vehicles including hired and non-owned); and
- C. Environmental Liability: \$3,000,000

The minimum limits of coverage for the above classes of insurance shall equal a combined single limit as shown above or comprised of such primary and excess policies of insurance as Lessee finds it feasible to purchase during the Term of this Agreement.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, St. Louis County, the City and its Board of Aldermen and Airport Commission, and their respective officers, agents and employees shall be named as an “**Additional Insured**”. Such liability insurance coverage shall also extend to damage, destruction and injury to City-owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Lessee, its officers, agents, employees, independent contractors and invitees and contractual liability insurance sufficient to cover Lessee’s indemnity obligations hereunder. City shall have no liability for any premiums charged for such coverage, and the inclusion of St. Louis County, the City and its Board of Alderman and Airport Commission, and their respective officers, agents, and employees as “Additional Insured” is not intended to, and shall not, make St. Louis County, the City and their respective officers, employees, and agents a partner or joint venture partner with Lessee in its operations hereunder. Each such insurance policy shall also provide primary coverage to the City when any policy issued to the City provides duplicates on similar coverage and in such circumstances, the City’s policy will be excess over Lessee’s policy.

SECTION 702. WORKERS’ COMPENSATION. Lessee will obtain, at its sole expense and at all times during the Term of this Agreement for its employees working on Airport Premises Workers’ Compensation and Employer’s Liability insurance coverage at least at the statutory limits applicable to Lessee’s operations in the State of Missouri.

SECTION 703. PROPERTY INSURANCE. Lessee will provide fire, lightning, extended coverage or other casualty and hazards’ insurance and other related insurance coverage equal to the fair market replacement value of Lessee’s Improvements and equipment existing or subsequently installed on the Premises including Existing Equipment.

SECTION 704. SELF INSURANCE. Lessee shall have the right to self-insure any or all of the above-required insurance.

SECTION 705. EVIDENCE OF INSURANCE. Certificates or other evidence of insurance coverage required of Lessee in this Article shall be delivered to the Airport Properties Department in form and content satisfactory to City.

At least fifteen (15) days prior to the expiration of any such policy, Lessee shall submit to the

Airport Properties Department a certificate showing that such insurance coverage has been renewed. If such coverage is cancelled or reduced, Lessee shall within fifteen (15) days after the date of such written notice from the insurer of such cancellation or reduction in coverage, file with the Airport Properties Department, a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

All policies of insurance herein shall be in a form and in a company or companies approved by City, and qualified to do insurance business in the State of Missouri. Each such policy shall provide that the policy may not be materially changed, altered, or cancelled by the insurer during its term without first giving thirty (30) days written notice to the Director of Airports. Each such insurance policy shall also provide primary coverage to City when any policy issued to City provides duplicate or similar coverage and in such circumstances, City's policy will be excess over Lessee policy.

SECTION 706. INDEMNIFICATION. Lessee shall protect, defend, and hold St. Louis County, City, its Board of Aldermen, Airport Commission, and their respective officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises and/or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, licensees, or invitees regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Airport Director or his/her designee shall give to Lessee reasonable notice of any such claims or actions. Lessee shall also use counsel reasonably acceptable to the City Counselor of the City or her/his designee, after consultation with the Director of Airports or his/her designee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

SECTION 707. 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 Agreement.

SECTION 708. OCCUPANCY OF PREMISES. Lessee agrees that it will not permit any act of omission or commission or condition to exist on the Premises which would increase the City's premium rate of insurance thereon or on the terminal or invalidate any City insurance.

SECTION 709. WAIVER OF SUBROGATION. Lessee, on behalf of itself and its insurers, hereby waives any claim or right of recovery from City, its Board of Alderman, Airport Commission, officers, employees and agents for loss or damage to Lessee or its property or the property of others under Lessee's control, to the extent that such loss is covered by valid insurance policies or could be covered by an "All Risk" physical property insurance policy as required under this Agreement. Lessee shall provide notice of this waiver of subrogation to its insurers.

ARTICLE VIII COMPLIANCE WITH ENVIRONMENTAL LAWS

SECTION 801. COMPLIANCE WITH ENVIRONMENTAL LAWS. Lessee warrants and

covenants that in conducting any activities or business on Airport property, including any activities directly related or incidental to its use and occupancy of Premises, Lessee shall comply with any and all applicable Environmental Laws including any plans, monitoring, recordkeeping or programs prepared in conformance with Environmental Laws. Lessee further covenants and warrants as follows:

A. 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 Premises.
2. Lessee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is or are applicable to Lessee or Lessee's activities on the Premises, including any plans, monitoring, recordkeeping or programs prepared in conformance with such Environmental Permits or Environmental Laws; provided however, that the City shall adequately notify Lessee of such Environmental Permit and associated requirements, including all applicable deadlines for compliances.
3. The City and Lessee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit, Environmental Law and any associated requirements to ensure safety and to minimize cost of compliance.

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

C. Environmental Remediation. Lessee shall promptly and timely undertake all necessary steps required 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 of its agents, employees, contractors, independent contractors, lessees, invitees, licenses, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"). Such Remediation Work shall be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws of Environmental Permits. Such

Remediation Work shall be performed at Lessee's expense. Except in the event of an emergency, such Remediation Work shall be performed after Lessee, taking into consideration the circumstances, timely and promptly submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval 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 be consistent with the commercial use of the Airport, as determined by the governmental agency responsible for enforcing Environmental Laws and Environmental Permits or for establishing cleanup levels. Neither Remediation Work or an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's current and/or future use and enjoyment of its property including the Premises, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

- D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Lessee is using the Premises in accordance with this Section 801. 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 responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or finals, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with the Subsection to the extent consistent with the City's legal obligations.
- E. Corrective Action by City. If Lessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under the terms of this Agreement, 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 Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants for which Lessee is responsible under this Agreement or any previous agreement or permit, and remedy Lessee's non-compliance with this Agreement. All Remediation Costs incurred by the City shall be timely paid or reimbursed by Lessee within thirty (30) calendar days of the City's written notice. Remediation Work, if necessary, shall be performed in accordance with the provisions of Section 801.C, but only after first having provided notice to 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 such alleged failure that may be present. If Lessee's compliance reasonably requires more than thirty (30) calendar days to complete, the City

may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon the Lessee's failing to timely begin curing such noncompliance within such thirty (30) day period and to continue diligently working to achieve compliance thereafter.

- F. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertains to the Premises, and which would be discoverable in litigation.
- G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided for under this Article VIII shall survive the expiration or early termination of this Agreement.
- H. Pollution Control. In addition to all other requirements of this Agreement, Lessee, at its cost, shall manage all its operations at the Premises in compliance with all applicable Environmental Laws, Environmental Permits, and with applicable best management practices outlined and delineated in the Airport's Storm Water Pollution Prevention Plan and Storm Water Management Plan, which shall be provided to Lessee at Lessee's written request.
- I. Environmental Covenants. So long as they do not materially impact Lessee's day-to-day operations at the Premises, Lessee will not object to and, if requested by the City, will subordinate any rights it has under this Agreement to an environmental covenant or environmental land use restriction which (i) restricts the use of groundwater underlying the Premises; (ii) limits the use of the Premises to nonresidential uses; and/or (iii) reasonably restricts access to soil underlying the Premises.

ARTICLE IX ASSIGNMENT AND SUBLETTING

SECTION 901. ASSIGNMENT AND SUBLETTING. Lessee shall not assign or transfer this Agreement. Lessee shall not sublet the Premises.

ARTICLE X TERMINATION OF AGREEMENT IN ITS ENTIRETY

SECTION 1001. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City and Lessee specified in this Agreement 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.

SECTION 1002. CONDITIONS OF DEFAULT This Agreement shall be considered in default when Lessee fails to fulfill any term, covenant, or condition of this Agreement and such default shall be considered a material breach of this Agreement for which the City, at its option, may

terminate this Agreement and/or seek other remedies at law or in equity.

SECTION 1003. CITY'S RIGHT TO TERMINATE AGREEMENT BY REASON OF DEFAULT. City, acting by and through its Director of Airports, may declare this Agreement terminated in its entirety, in the manner provided in Section 1005 hereof, upon the happening of any one or more of the following events:

- A. If the fees, charges, or other money payments which Lessee herein agrees to pay, or any part thereof, shall be unpaid after the date the same shall become due.
- B. If, during the Term of this Agreement, Lessee shall:
 - 1. Apply for, or consent to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
 - 2. File a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due;
 - 3. Make a general assignment for the benefit of creditors;
 - 4. File a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 - 5. File an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the Term of this Agreement an order, judgment or decree shall be entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days.
- C. If Lessee shall have failed in the performance of any term, covenant or condition herein required to be performed by Lessee.

On the date set forth in the notice of termination, the Term of this Agreement and all right, title and interest of Lessee shall expire, except as otherwise provided in Section 1005 hereof.

Failure of City to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not be construed to be or act as a waiver of default or in any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of monies by City from Lessee for any period or periods after a default by Lessee of any of the terms, covenants and conditions herein required to be performed, kept and observed by Lessee shall not be deemed a waiver or estopping of any right on the part of City to terminate this Agreement for failure by Lessee to so perform, keep or observe any of said terms, covenants or conditions.

SECTION 1004. LESSEE'S RIGHT TO TERMINATE AGREEMENT BY REASON OF DEFAULT. Lessee, at its option, may declare this Agreement terminated in its entirety, in the manner provided in Section 1005 hereof for the following causes:

- A. If a court of competent jurisdiction issues an injunction or restraining order against City preventing or restraining the use of the Airport for Airport purposes in its entirety or substantial entirety.
- B. If City shall have abandoned the Airport for a period of at least sixty (60) days and shall have failed to operate and maintain the Airport in such manner as to permit landings and takeoffs of airplanes.
- C. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport continuing for a period in excess of sixty (60) days.
- D. If City shall have failed in the performance of any term, covenant or condition within the control of City and herein required to be performed by City.

SECTION 1005. PROCEDURES FOR TERMINATION. No termination declared by either party shall be effective unless and until not less than forty-five (45) calendar days have elapsed after notice by either party to the other specifying the date upon which such termination shall take effect, and the cause for which this Agreement is being terminated and no such termination shall be effective if such cause of default by its nature cannot be cured within such forty-five (45) day period, and if the party at default diligently commences to correct such default within said forty-five (45) days and corrects the same as promptly as is reasonably practicable.

In the event that suit shall be instituted by City upon the default of payment of charges and fees as provided herein, then Lessee agrees also to pay reasonable attorneys' fees, court costs and expenses.

ARTICLE XI SURRENDER OF PREMISES

SECTION 1101. SURRENDER OF PREMISES. On expiration, early termination or cancellation of this Agreement, Lessee shall:

1. Peaceably surrender possession of the Premises and other space made available to Lessee hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, and the City shall have the right to take possession of said Premises hereunder with or without due process of law;
2. City and Lessee, before acceptance by the City of any Improvements or Existing Equipment, shall perform a joint inspection of the Premises and the Improvements and Existing Equipment being surrendered to the City. Said inspection shall be conducted within forty-five (45) to thirty (30) calendar days prior to the expiration date of the Term of this Agreement, or as soon as practicable following the earlier termination hereof, unless otherwise agreed to in writing; and

3. Return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable Environmental Laws and Environmental Permits in accordance with Article VIII. If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Lessee's failure to timely correct same in accordance with Article VIII, or to remedy Lessee's non-compliance with the terms of this Agreement, Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Article VIII.

SECTION 1102. REMOVAL OF PROPERTY. Provided Lessee is not in default for non payment of Rental Payments or any other payment due hereunder, Lessee shall have the right, on expiration, early termination or cancellation of this Agreement to remove or dispose of all Existing Equipment, Improvements and Removable Fixtures, trade fixtures and equipment and other personal property installed or placed by Lessee, in, on, or about the Premises subject to and in accordance with the terms, covenants, warranties and conditions of this Agreement (see Section 607 entitled "Title to Improvements and Existing Equipment"). Lessee warrants, represents, stipulates, and agrees to bear all costs of such removals and restorations.

SECTION 1103. REMOVAL DAMAGES. Lessee shall repair, at its sole cost and expense, any damage caused by the removal of its Existing Equipment, Improvements, Removable Fixtures, trade fixtures, equipment, or personal property. Removal shall be at Lessee's sole cost and expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the Premises and if the City determines that such Premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear excepted, taking into account repair and maintenance required to be done by Lessee), after notification by the City to Lessee, the City shall have the right to repair or recondition said Premises and the cost thereof, plus a charge of fifteen percent (15%) for overhead, shall be invoiced to Lessee and payable immediately upon demand in accordance with Section 404.B.

SECTION 1104. OWNERSHIP OF PROPERTY NOT REMOVED. In the event Lessee fails to remove its Existing Equipment, Improvements, Removable Fixtures, equipment, fixtures and other personal property from the Premises within one (1) year after receipt of notice, such Existing Equipment, Improvements, Removable Fixtures, equipment, fixtures and personal property may be deemed abandoned by the City. In addition to whatever other rights are available to the City at law or in equity, the City may: (i) cause all Improvements and Existing Equipment to be removed at the sole cost and expense of Lessee (ii) remove, sell, or store Lessee's property at Lessee's expense, or (iii) take title to Lessee's property in lieu of removal on behalf of Lessee's.

If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Lessee's property as liquidated damages for the breach of this covenant to remove, and may seek other remedies at law or in equity (see Article VI, Section 607 entitled "Title To Improvements").

ARTICLE XII
MISCELLANEOUS PROVISIONS

SECTION 1201. NOTICE. Except as herein otherwise expressly provided, all notices required to be given to the City hereunder shall be in writing and shall be sent by certified mail, return receipt requested, to:

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

With a copy to:

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

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

Ameren Services
Manager, Real Estate
1901 Chouteau Avenue, MC 700
St. Louis, MO 63103

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.

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

SECTION 1202. NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM.

- A. Lessee hereto understands and agrees that City, in operation and use of Lambert-St. Louis International Airport®, will not on the grounds of race, creed, color, religion, sex, age, national origin, ancestry or disability, discriminate or agreement

discrimination against any person or group of persons in a manner prohibited by 49 C.F.R. Part 21.

- B. Lessee agrees that in performing under this Agreement, neither it nor its personal representatives, successors in interest, and assigns, and anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry or disability. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. Lessee agrees that in performing under this Agreement, neither it nor anyone under its control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, sex, age, national origin, ancestry, or disability. Lessee will take affirmative action to insure that applicants are employed and that employees are treated fairly without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. Such action must include, but shall not be limited to action to bar, employ, upgrade or recruit; expel, discharge, demote or transfer; layoff, terminate or create intolerable working conditions, rates of pay or other forms of compensation and selection for training including apprenticeship.
- D. Lessee will in all printed or circulated solicitations or other advertisement or publication for employees placed by or on behalf of Lessee state that all qualified applicants shall receive meaningful consideration for employment without regard to race, creed, color, religion, sex, age, national origin, ancestry or disability. All advertisements or solicitations for applicants for employment must contain the phrase "An Equal Opportunity Employer". 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, age, national origin, ancestry or disability.
- E. Lessee agrees that should it be determined by Lessee or City that it will be unable to conform to its approved positive employment program submitted to determine eligibility under the fair employment practices provisions of the City Code, it will notify the Fair Employment Practices Division of the Civil Rights Enforcement Agency ("CREA") within ten (10) days of such determination, as to the steps to be taken by Lessee to achieve the provisions of it program.
- F. Lessee will permit reasonable access by City to such persons, reports, and records as are necessary for the purpose of ascertaining compliance with fair employment practices.

- G. Lessee further agrees that these clauses (B through F) covering discrimination and equal opportunity practices in all matters of employment and training for employment will be incorporated by Lessee in all contracts or agreements it enters into with suppliers of materials or services, contractors and subcontractors, and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or service in connection with this Agreement.
- H. Whenever Lessee is sued by a subcontractor, vendor, individual, group, or association as a result of non-compliance with the clauses (A through G) of these provisions relating to fair employment practices, Lessee shall notify the City Counselor in writing of such suit or threatened suit within ten (10) days.
- I. In event of Lessee's noncompliance with nondiscrimination clauses of this Agreement, or to furnish information or permit its books, records and account to be inspected within twenty (20) days from date requested, this Agreement may be canceled, terminated or suspended, in whole or in part, and Lessee may be declared ineligible for further City contracts for a period of one (1) year by option of City, provided, further, if this Agreement is canceled, terminated or suspended for failure to comply with fair employment practices, Lessee shall have no claims for any damages or loss of any kind whatsoever against City.
- J. Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, religion, age or disability be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. 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 suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- K. 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.

SECTION 1203. NO PERSONAL LIABILITY. No Alderman, Commissioner, Director, officer, agent or employee of either party shall be personally liable under or in connection with this Agreement.

SECTION 1204. FORCE MAJEURE. Neither the City nor Lessee shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, acts of the public enemy, act of superior governmental authority, weather conditions, riots, rebellion, or sabotage, or

any other circumstances for which it is not responsible and which is not within its control.

SECTION 1205. SUCCESSORS AND ASSIGNS. All of the terms, provisions, covenants, stipulations, conditions and considerations of this Agreement shall extend to and bind the legal representatives, successors, sub lessees and assigns of the respective parties hereto.

SECTION 1206. QUIET ENJOYMENT. Subject to the terms, covenants and conditions of the Agreement, the City covenants that Lessee on paying the rentals and otherwise performing its covenants and other obligations hereunder shall have quiet and peaceable possession of the Premises.

SECTION 1207. OPERATION AND MAINTENANCE OF AIRPORT. The City shall at all times operate the Airport properly and in a sound and economical manner; and the City shall use reasonable effort to maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances in good repair, working order and condition, and shall from time to time use reasonable effort to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted in conformity with standards customarily followed by municipalities operating airports of like size and character.

SECTION 1208. AGREEMENTS WITH THE UNITED STATES. This Agreement is subject and subordinate to the provisions of any agreements heretofore made between the 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 the 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.

SECTION 1209. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this document, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the terms, conditions, or requirements of this Agreement, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds, provided that in no event shall such changes substantially impair the rights of Lessee hereunder.

SECTION 1210. GOVERNING LAW. This 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 and ordinances, as they may be amended from time to time.

SECTION 1211. REQUIRED APPROVALS. When the consent, approval, waiver or certification ("**Approval**") of other party is required under the terms of this Agreement, such Approval must be in writing and signed by the party approving. Whenever the Approval of the City or the Director is required, the Approval must be from the Director or his/her authorized or designated representative. The City and Lessee agree that extensions of time for performance may be made

by the written mutual consent of the Director and the Lessee or its designee. Whenever the approval of the City, or the Director, or of Lessee is required herein, no such approval shall be unreasonably requested or withheld.

SECTION 1212. WAIVERS. No waiver of default by either party of any of the terms, covenants and conditions hereto to be performed, kept and observed by the other party shall be construed as, or operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by the other party. Any such waiver must be in writing and signed by the party waiving.

SECTION 1213. INVALID PROVISIONS. In the event any term, covenant, condition or provision herein contained is held to be invalid by a court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained, provided the invalidity of any such term, covenant, condition or provision does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this Agreement.

SECTION 1214. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the parties hereto and all other representations or statements heretofore made, verbal or written are merged herein and this Agreement may be amended only in writing and executed by duly authorized representatives of the parties hereto.

SECTION 1215. ADVERTISING. Lessee shall have no right to use the trademarks, symbols, trade names or name of the Airport or Premises, either directly or indirectly, in connection with any production, promotional service or publication without the prior written consent of the Director.

SECTION 1216. CONFLICTS 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 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 are final.

SECTION 1217. PREVAILING WAGE. Lessee shall, as a condition of the Agreement, include in all service contracts pertaining to the Premises, language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service contractor. This Section is in accordance with and is subject to the City of St. Louis Ordinance No. 62124.

SECTION 1218. AMERICANS WITH DISABILITIES ACT (ADA). Lessee shall be responsible for compliance with the Federal ADA, plus other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Lessee's services.

SECTION 1219. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties agree that time shall be of the essence in the performance of each and every obligation and

condition of this Agreement.

SECTION 1220. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties affirm each has full knowledge of the terms, covenants, conditions and requirements contained in this Agreement. As such, the terms of this Agreement shall be fairly construed and the usual rule of construction, if applicable, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any amendments, modifications or exhibits thereto.

SECTION 1221. SECURITY PLAN AND FACILITIES. Lessee hereby acknowledges that the City is required by the Transportation Security Administration ("TSA") regulation 49 CFR 1500, et al to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. The City has met said requirements by developing a master security plan for the Airport, and Lessee covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Lessee's exercise of the privileges granted to Lessee hereunder. Lessee will, within thirty (30) days of the City's request, reimburse the City for all fines or penalties imposed upon the City by the TSA or the FAA resulting from Lessee's negligence or failure to act in relation to TSA regulation 49 CFR 1500 et. al or any other applicable airport security regulations.

SECTION 1222. SURVIVAL OF WARRANTIES. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

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

UNION ELECTRIC CO. d/b/a/ AMEREN MISSOURI

BY: [Signature]

BY: [Signature]

Title: Vice President

Title: Asst. Secretary

Date: 10/20/2014

Date: 10/22/14

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT[®], Pursuant to City Ordinance # 69920 approved the 15th day of JANUARY, 2014: 5

The foregoing Agreement was approved by the Airport Commission at its meeting on the 3rd day of DECEMBER, 2014.

BY:

[Signature] / 1/28/15
Commission Chairman and
Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on the 17 day of December, 2014.

Approved as BB #206

BY:

[Signature] 2/2/15
Secretary,
Board of Estimate and Apportionment

APPROVED AS TO FORM ONLY BY:

[Signature] 1/28/15
City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

[Signature] 2/11/15
Comptroller Date
City of St. Louis

ATTESTED TO, BY:

[Signature] FEB 19 2015
Register, City of St. Louis Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 68095

EXHIBIT "A"

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:40:05 +0000



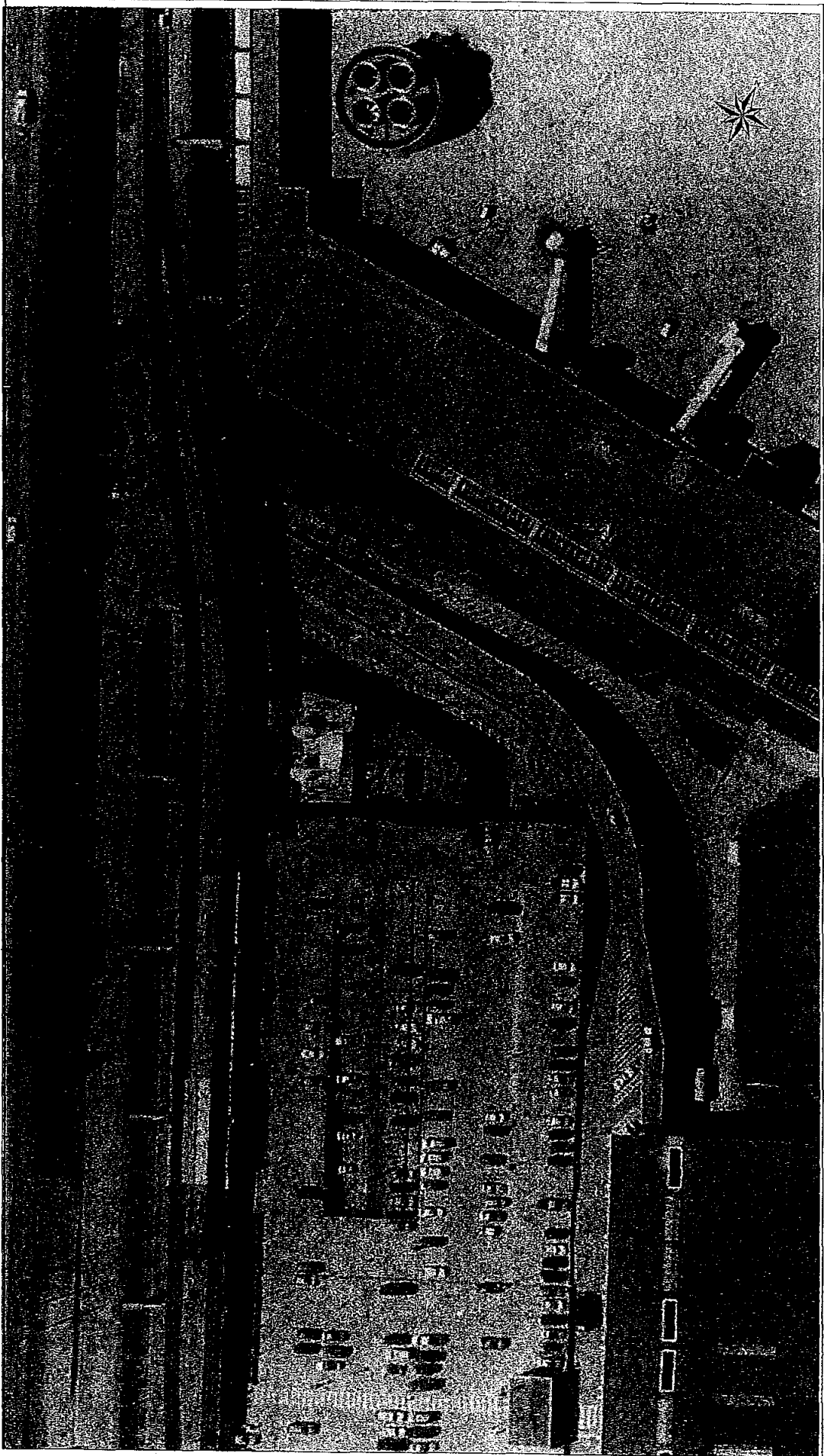
LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT ®

Exhibit A East Substation



This drawing is a reproduction of an aerial photograph of the East Substation area. The photograph is a black and white aerial view showing the substation and surrounding area. The substation is located in the center of the image, and the surrounding area includes roads, fields, and other structures. The photograph is oriented horizontally on the page.

Prepared By: _____
Date: Nov. 10, 2011
Review and Approval By: _____
Date: _____





LAMBERT-ST. LOUIS
INTERNATIONAL AIRPORT ®

Exhibit A West Substation



This document and its contents are provided for informational purposes only. It is not intended to be used as a basis for any legal action or as a substitute for professional advice. The information contained herein is for informational purposes only and is not intended to be used as a basis for any legal action or as a substitute for professional advice.

Prepared By: _____
Date: April 10, 2017
Reviewed and Approved By: _____
Date: _____

