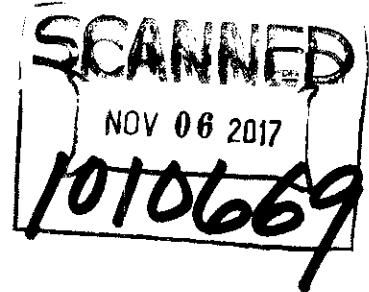




ST. LOUIS LAMBERT
INTERNATIONAL AIRPORT™



THE CITY OF ST. LOUIS

LEASE AGREEMENT

COMMUNITY AMERICA CREDIT UNION

AL - 058

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ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
LEASE AGREEMENT
(Community America Credit Union)

THIS AGREEMENT made and entered into as of the 31st day of October, 2017 (“**Agreement**”), by and between CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (“**City**”) and COMMUNITY AMERICA CREDIT UNION (“**Lessee**”).

WITNESSETH, THAT:

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

WHEREAS, Lessee desires to lease certain land and Improvements for its operations near the Airport; 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:

“**Agreement**” means this Lease Agreement.

“**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 Division**” means that division 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.

“**Authority**” means the City of St. Louis Airport Authority, the City department responsible for managing and operating the Airport.

“City” as stated in the preamble hereof.

“Commencement Date” means the first day of the Term of this lease as more described in Article III, Section 301 entitled “Term”.

“Contract Year” means a consecutive twelve (12) month period beginning on the Commencement Date of this Agreement.

“Days” or **“days”** mean consecutive calendar days unless otherwise expressly provided herein.

“Director” means the Director of Airports of the City of St. Louis Airport Authority or his/her designee, and incorporates the granting of approval requirements of Section 1212 hereof.

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

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

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

“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. The City and Lessee stipulate and agree the existence and definition of Hazardous materials will be construed herein in accordance with all applicable federal, state, City or local laws, statutes or regulations relating to the protection of human health or the environment.

“Improvements” means, without limitation, all improvements, modifications, installations, construction, equipment, and fixtures built, installed, constructed, or erected during the Term of this Agreement by the Lessee or sublessees, and forming a part of and which are permanently affixed or attached to any portion of Airport’s real property or Existing Improvements within the Premises.

“Lessee” means Community America Credit Union.

“Notice” means 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 Improvements existing as of the Commencement Date.

“Provisions” means the terms, covenants, warranties, conditions or provisions of this Agreement.

“Remediation Costs” means any losses, expenses, or costs incurred by the City in connection with environmental remediation 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 prior lease agreement. 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, administrative costs, reasonable attorneys’ fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities caused by or arising out of Lessee’s handling, use, storage, release, disposal, generation, emission or discharge of Hazardous Materials at the Airport including the Premises.

“Removable Fixtures” means all equipment, personal property, billboard sign structures, and trade fixtures installed or placed by the Lessee within the Premises that are not permanently affixed to City’s real property or Improvements within the Premises including any improvement constructed or installed during the term of the Agreement.

“Rental Payment” means the rent payable by Lessee pursuant to Section 401 herein.

“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.

“Term” means the entire term of this Agreement (see Article III).

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

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

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

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

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

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

E. The term **“including”** will be construed to mean “including without limitation,” unless otherwise expressly indicated.

F. All references to number of days means calendar days.

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

ARTICLE II PREMISES

SECTION 201. PREMISES. City hereby leases and demises to Lessee and Lessee takes from City, land and Improvements as shown on **Exhibit A**, attached hereto and made a part hereof and more fully described as approximately 14,375 square feet of land more or less with Improvements located at 10895 Lambert International Blvd., St. Louis, MO 63145 ("**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, pesticides, 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 merchantability; of fitness for a particular purpose; any implied warranty with respect to the condition of the Premises or any portion thereof; 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.

The Director may relocate, add, substitute, or delete portions of the Premises at his/her sole option as may be reasonably required upon Notice to Lessee. Such changes will be made at the sole expense of Lessee and City will not be liable or responsible for any loss whatsoever including without limitation any inconvenience or loss by Lessee of work time, profit or business resulting from such changes including, without limitation, any actual, consequential, incidental or special damages.

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 others 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 does not directly result in additional cost or expense to Lessee.
- D. The City reserves the right (but is not 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 will have the right to enter into an agreement with the Government of the United States of America ("**U.S. Government**") for use of part of all of the landing area, the publicly-owned air navigation facilities or other areas or facilities of the Airport including the Premises and the rights granted herein. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the agreement with the U.S. Government, will be suspended immediately upon receipt written notice from the City.
- H. This Agreement will 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, will not substantially or materially interfere with the surface of the soil or with Lessee's use of improvements thereon.

SECTION 203. ACCESS. Subject to and in accordance with the Provisions 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, patrons and invitees.

The City reserves and has the right to access, ingress to and egress from the Premises without charge therefore, for its employees, contractors, agents, guests, patrons and invitees, its or 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.

If Lessee is not present to permit entry and entry is necessary, the City may, in case of emergency, forcibly enter the 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 Premises will be without charge therefore, and will be for any purpose necessary for, incidental to, or connected with the City's rights and obligations hereunder, or the City's capacity as the Airport owner or operator, including, but not limited to, collecting environmental samples and performing environmental studies, inspections and remediation.

SECTION 204. PREMISES ADJUSTMENT. If Premises are increased, reduced or changed, revised exhibits may be substituted for those herein without the necessity to amend this Agreement, which substitution will be made by Notice to Lessee from the City.

SECTION 205. ENCUMBRANCES ON THE PREMISES. Lessee accepts the Premises subject to any and all then existing easements or other encumbrances and the City retains the right to install, lay, construct, maintain, repair and operate such utilities, sanitary sewers, drains, storm water sewers, pipelines, manholes, communication lines, connections, water, oil or gas pipelines, and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient in connection therewith, over, in, upon, through, across and along the 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 205 will be so exercised as to materially or substantially diminish the utility or value of the Premises, materially interfere unreasonably with the Lessee's use or enjoyment of the Premises, or result in any material added expense to the Lessee in conducting its operations hereunder.

ARTICLE III TERM

SECTION 301. TERM. The Term of this Agreement consists of **Three (3) Years** beginning on **November 1, 2017** (the "**Commencement Date**") and ending on **October 31, 2020** unless sooner terminated in accordance with other provisions of this Agreement.

The City or Lessee may terminate this Agreement without cause by giving **One Hundred Twenty (120) days'** Notice to the other party with no liability to the terminating party and such termination will 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 will 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 608 entitled "Title To Improvements and Removable Fixtures" 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 will, 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 are agreed upon in writing by the Director on behalf of the City and the Lessee, and will be bound by all terms, covenants and conditions of this Agreement.

ARTICLE IV FEES AND RENTALS

SECTION 401. RENTAL PAYMENT. Lessee shall pay in advance to City a monthly rental payment of:

- 1) \$5,742.00 during Contract Year One 11/1/2017 – 10/31/2018
- 2) \$5,857.00 during Contract Year Two 11/1/2018 – 10/31/2019
- 3) \$5,974.00 during Contract Year Three 11/1/2019 – 10/31/2020

All payments shall be paid without demand on or before the first (1st) day of each month of the Term of this Agreement as invoiced by City.

SECTION 402. UNPAID RENT AND FEES. All unpaid rent and fee payments or other charges or payments due City hereunder will 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 will 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 must 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 must 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 Provisions of this Agreement.

Such payments will include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of the fees, charges and rental thereafter due hereunder. Each and every part of such payment will be recoverable by City in the same manner and with like remedies as if it were originally a part of the basic fees, 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 will 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. City hereby grants to Lessee, subject to all the payments, terms, covenants, and conditions of this Agreement, permission to occupy and use the Premises for operation of a full service credit union.

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 1212 entitled "Required Approvals").

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

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 or 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 1225 entitled "Security Plan and Facilities").

If applicable, Lessee shall promptly and timely provide a copy of any permits, licenses, or approvals that may be required by any federal, state, local, or other government authority in order to operate a full service credit union.

SECTION 503. REPAIRS AND MAINTENANCE. Lessee warrants, represents and agrees that Lessee shall, throughout the Term of this Agreement and any extension thereof, at its own cost,

and without any expense to the City, keep, repair and maintain the Premises and Improvements 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. 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 has no obligation or responsibility to keep the Premises policed, secured, or in good repair.

The City is not obligated to perform any maintenance or make any repairs or replacements of any kind, nature of description, to the Premises or Lessee's Improvements. Lessee will provide and pay for all repairs and maintenance of the Premises and Lessee's Improvements. Lessee warrants, covenants, agrees without cost or expense to the City during the Term hereof to perform the following functions as part of its responsibilities in the repair and maintenance of the Premises and Lessee's Improvements. The following list includes certain functions but Lessee's responsibilities are not limited to those functions:

- A. Keep the Premises including all of Lessee's Improvements in good and safe order and condition.
- B. Keep Premises secure from and free from vandalism; any vandalism to property, equipment, Improvements, or Removable Fixtures is the sole responsibility of Lessee
- C. Provide for essential street, walkway, and pavement maintenance within the Premises, as required and, in addition, provide for snow and ice removal and control within the Premises to allow, at a minimum, emergency or fire protection access.
- D. Keep all its equipment and fixtures in good repair and appearance.
- E. Keep Premises free from all fire and other hazards to persons and property, and furnish and maintain adequate portable fire protection equipment.
- F. Repair all damage to the Premises and the City's property within the Premises when such damage results from the careless or negligent acts of Lessee or Lessee's employees or agents.
- G. 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.
- H. 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.
- I. Confine all handling and holding of Lessee's property to the Premises.

- J. Keep all papers and debris picked up daily from the Premises.
- K. Keep all grass mowed, and shrubbery and other plantings pruned, trimmed and maintained to high standards, if applicable.
- L. Perform custodial services daily.
- M. Keep Premises free of all pests and provide pest control services as needed.
- N. No storage will be permitted on the exterior areas of the Premises.
- O. Maintain all buildings and structures on the 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.
- P. 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.
- Q. 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. If requested, 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 will 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.
- R. Lessee has 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, in the event of which Lessee will 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 is 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").
- S. Lessee covenants, stipulates, and agrees that the Lessee will 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.Q and 503.R). 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.

- T. Lessee covenants, stipulates and agrees that the Lessee will 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.
- U. 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. Lessee understands and agrees that there may be inconveniences caused by construction or renovations of the Airport, and Lessee hereby releases and discharges the City from any and all inconvenience claims, liability or causes of action arising out of or incidental to the closing of any right-of-way, including without limitation loss of profit or business, accrual, incidental, consequential or special damages.

SECTION 504. RIGHT TO ENTER, INSPECT AND MAKE REPAIRS. The City and its authorized officers, agents, employees, contractors, subcontractors and other representatives 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 Provisions 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.

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

SECTION 506. 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 507. 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.

SECTION 508. CITY'S OBLIGATIONS. Except as specifically provided for herein, the City is not under any duty or obligation to Lessee to repair, maintain, or clean the Premises or any portion thereof, or any facilities or equipment constructed thereon. The City will not be responsible or liable to Lessee for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Lessee resulting from failure of the Airport structures or utility systems.

ARTICLE VI IMPROVEMENTS AND ALTERATIONS

SECTION 601. CONSTRUCTION BY LESSEE.

- A. Lessee takes the Premises "AS IS" as provided for in Article II, Section 201 hereof, and agrees, at Lessee's sole cost and expense, to design, erect, construct, install, replace, equip and furnish Improvements and make related facility changes as needed to operate a full service credit union, in accordance with and subject to the Provisions of this Agreement.
- B. Lessee agrees that all such work shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director of Airports.
 1. Lessee shall submit a signed Tenant Construction or Alteration Application ("TCA") including complete construction drawings and specifications, as required by Section 602, to the Airport Properties Division. The TCA shall be submitted for each location in accordance with the construction drawings and specifications. Lessee also understands and

agrees that certain work elements described in its TCA may require separate or additional approval from the City before proceeding with the specific work element. As such, Lessee's ongoing coordination with the City at all times is crucial.

2. Lessee shall submit a St. Louis County building permit number not more than thirty (30) days following submission of the TCA to the Airport Properties Division. (A building permit number is required before the TCA can be approved.)
3. Lessee shall submit the contractor's liability insurance certificates, performance bonds, and payment bonds, required by Sections 603 and 604, to the Airport Properties Division not more than forty-five (45) days following the TCA approval by the Airport Properties Division and prior to beginning of work.
4. Lessee shall submit a certificate of completion and a certified copy of a St. Louis County occupancy permit to the Airport Properties Division, as required by Section 606 hereof.

In the event Lessee encounters material believed to be asbestos or polychlorinated biphenyl ("PCB") which has not been rendered harmless, or specifically identified with method of removal, handling or protection, Lessee shall immediately stop work in the affected area and report the condition to the Director in writing. The work in the affected area will not thereafter be resumed except by written approval of the Director. The work in the affected area may be resumed once the Lessee submits the required work plans and City approvals as part of its TCA.

SECTION 602. PREPARATION OF PLANS AND SPECIFICATIONS. Lessee shall submit detailed drawings, plans and specifications for improving and equipping the Premises. ***Lessee shall begin work on proposed construction only after it has received the written approval of its plans and specifications from the Director.***

SECTION 603. CONTRACTOR'S LIABILITY INSURANCE. In any contract appertaining to the constructing, modifying, installing, refurbishing, improving or equipping the Premises, Lessee shall require the contractor to cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, its Board of Aldermen, Airport Commission and the City's respective officers, agents and employees, to be insured against the risk of claims and demands, just or unjust, by third persons against St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, its Board of Aldermen, Airport Commission and the City's respective officers, agents and employees, against and from all such claims and demands, with bodily injury limits of not less than Three Million Dollars (\$3,000,000.00) as to any one person, and Three Million Dollars (\$3,000,000.00) as to any one occurrence, and with property damage limits of not less than Three Million Dollars (\$3,000,000.00) as to any one occurrence. Said insurance must be in a form acceptable to the City and certificate(s) showing proof of coverage must be delivered to the Director of Airports.

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 must comply with the coverage requirements and conditions of Section 107.170 RSMo (Revised

Statutes State of Missouri). Copies of the bonds must be given to the City for approval before work begins. Any sum or sums derived from said Performance Bond and Payment Bond will be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

SECTION 605. 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 606. CERTIFICATE OF COMPLETION. Upon the completion of the Improvements hereunder, Lessee shall submit to the Director of Airports 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, at its sole cost, shall deliver to the City duplicate copies of "as built" drawings of the new improvements on the Premises within sixty (60) calendar days after the date on which the Lessee has certified completion thereof.

SECTION 607. SIGNS.

- A. Lessee shall not erect, maintain or display any signs on the Premises without the prior written approval of the Director. 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 advertising and identification signs as may be necessary for the proper conduct of a credit union as contemplated hereunder. Lessee shall comply with all rules promulgated by the Director regarding the placement of signs and advertising on the Premises.
- B. Lessee shall be responsible for the cost of any new signs or modifications to Airport directories and other existing signs, including sign systems required by the Director. All modifications to these signs must be approved by the Director and are subject to all applicable requirements of this Section 607 hereof and the Tenant Design Standards.
- C. Prior to the erection, construction or placement of any sign, Lessee shall submit to the Director for approval, all drawings, electrical details, sketches, designs, elevations, mounting details and dimensions of such signs. Any conditions, restrictions or limitations with respect to the use thereof as stated by the Director in writing shall become conditions of the Agreement.
- D. Lessee shall not place any advertising matter, displays or other literature not directly pertaining to the credit union or place any signs outside of the Premises without the prior written approval of the Director.
- E. Handwritten signs are strictly prohibited.
- F. The Director reserves the right to require the removal of any signs or advertising in, on or

within the Premises deemed unacceptable or improper and the Director's decision will be final and binding.

SECTION 608. TITLE TO IMPROVEMENTS AND REMOVABLE FIXTURES. All Improvements constructed or placed in the Premises by Lessee that are not Removable Fixtures, as well as all alterations, modifications, and enlargements thereof will become part of the Premises with title vesting to the City upon expiration or earlier termination of this Agreement. This vesting of title is 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 Agreement.

All Removable Fixtures will remain the property of Lessee, and will be promptly removed by Lessee at date of expiration or early termination of this Agreement. Within sixty (60) days of the commencement of the operation in the Premises, a list of such Removable Fixtures will be submitted in writing to the Director by Lessee for the Director's approval, and such list will be updated by Lessee no less than one (1) time per Contract Year, thirty (30) days after the Contract Year anniversary date or as may be necessary or as requested by the City (See Article XI entitled "Surrender of Premises").

ARTICLE VII INSURANCE, DAMAGE, AND INDEMNIFICATION

SECTION 701. INSURANCE.

- A. General. Lessee at all times during the Term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Lessee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of Lessee, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.
- B. Risks and Minimum Limits of Coverage. Lessee shall procure and maintain the following policies of insurance:
1. Commercial General Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00). Such coverage must be single limit liability with no annual aggregate.
 2. Automobile Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00), combined single limit per occurrence (for automobiles used by Lessee in the course of its performance hereunder, including Lessee's non-owned and hired autos).
 3. Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee shall require all its subcontractors or licensees similarly provide such coverage (or qualify

as a self-insured) for their respective employees. City, its officers, employees, or agents are not liable or responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions of this Subparagraph and the indemnification provisions hereof apply to this Section. 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.

4. Contents Insurance. Lessee is solely responsible for obtaining insurance policies that provide coverage for losses of Lessee owned property. The City is not required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.
 5. Builders Risk Insurance. During any period of construction, alteration, refurbishment, demolition, excavation, installation, renovation, or reconstruction for which Lessee contracts, 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 must 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). Lessee may elect to self-insure for individual projects with a total cost of \$50,000 or less. In addition, Lessee or its contractor(s) must 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.
 6. Other Property Coverage. Lessee shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Lessee's Improvements to the Premises, windows and doors, trade fixtures, and equipment. The City must 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).
- C. Issuers of Policies. The issuer of each policy required herein must be a financially sound insurance company authorized to do business in the State of Missouri or insurers of recognized financial responsibility within the aviation industry and otherwise acceptable to the City. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A-," or other insurers or insurance syndicates of similar recognized responsibility.
1. Form of Policies. The insurance may be in one or more policies of insurance.
 2. Non-waiver. Nothing the City does or fails to do relieves Lessee from its duties to provide the required coverage hereunder, and the City's actions or inactions are not to be construed as waiving the City's rights hereunder.
 3. Insured Parties. Each policy by endorsement, except those for Workers' Compensation, Employer's Liability, must name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Lessee's indemnification obligations hereunder. Upon City's request,

Lessee shall provide City with an endorsement consistent with the requirements of this Subsection. Inclusion as an "additional insured" is not intended to, and does not, make the City a partner or joint venturer with Lessee in its operations.

4. Deductibles. Lessee agrees to assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated diminishes Lessee's rights or increase Lessee's obligations with respect to its undertakings or hold harmless defense and indemnification set forth in Section 705 hereof.
 5. Cancellation. Each policy must expressly state that it may not be cancelled, materially modified unless 30 days advance Notice is given in writing to the City by the insurance company, or authorized representative of Lessee.
 6. Subrogation. Each policy must contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.
 7. Certification of Primary Insurance. Each policy hereunder except Workers' Compensation must be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.
 8. Liability for Premium. Lessee is solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City is not 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, without further notification, effect such insurance or make such payments on Lessee's behalf and, after Notice to Lessee, the City may recover the cost of those payments with the installment of Rents next due, plus 15% administrative charge, from Lessee.
 9. Proof of Insurance. Within 30 days of the effective date of this Agreement and at any time during the Term hereof, Lessee shall furnish the City with certificates of insurance. Lessee shall use its best efforts to submit to the City a certificate showing that such insurance coverage has been renewed at least 5 days prior to the expiration of any such policy. If such coverage is canceled or materially modified, Lessee shall, within 15 days after the date of such notice from the insurer of such cancellation or material modification, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Lessee, the City has the right to examine Lessee's insurance policies as they relate to this Agreement.
- D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Lessee, continuously and without interruption, maintain in force the required insurance coverages set forth above.
- E. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable

intervals during the Term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Lessee, and, based on the written recommendations of such consultant, after providing adequate notice to and in consultation with Lessee, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

SECTION 702. LESSEE ACTIONS AFFECTING INSURANCE. Lessee shall not knowingly do or permit to be done anything, either by act or failure to act, that may cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that may cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such 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 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 pay the increase in premiums, upon Notice from the City to do so; but in any event, Lessee will hold the City harmless for any expenses or damage resulting from any such action.

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 improvements and equipment existing or subsequently installed on the Premises.

SECTION 704. DAMAGE TO PREMISES.

- A. Minor Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenable as determined by the City, the same will be repaired to usable condition with due diligence by the City as provided in this Section.
- B. Substantial Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises untenable but capable of being repaired, as determined by the City, the same will be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the rents payable hereunder with respect to affected Premises will be paid up to the time of such damage and thereafter be abated ratably in the proportion that the untenable area bears to the total Premises of the same category or type of space. Such abatement in rent will continue until the affected Premises are restored adequately for Lessee's use. The City shall use its reasonable efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space, provided that Lessee's rental costs do not increase as a result of any such alternate facilities unless Lessee requests additional space or space replacement of a classification at higher rental rates concurrent with such reassignment to alternate facilities.

C. Total Damage

1. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Lessee as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City is under no obligation to replace or reconstruct such premises. The Rents payable hereunder with respect to affected Premises will be paid up to the time of such damage and thereafter cease until such time as replacement or reconstructed space is available for use by Lessee.
2. If the City elects to reconstruct or replace affected Premises, the City shall use its reasonable efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space is not replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within 6 months after the date of such damage or destruction, Lessee has the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement will remain in effect with respect to the remainder of said Premises, unless such damaged or destroyed premises prevent Lessee from operating in its Premises under this Agreement.
3. If the City elects not to reconstruct or replace affected Premises, the City shall meet and with Lessee on ways to permanently provide Lessee with adequate replacement space for affected Premises. Lessee has the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement will remain in full force and effect with respect to the remainder of said Premises, unless the loss of such premises prevents Lessee from using its Premises under this Agreement.

D. Scope of Restoration of Premises.

1. The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section are in any event limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and are further limited by the provisions of Subsections 704(A)-(C). If the City elects to repair, reconstruct, or replace affected Premises as provided in this Section, then Lessee shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its Improvements, Removable Fixtures and signs provided or installed by Lessee in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.
2. In lieu of the City's repair, reconstruction, or replacement of the affected Premises, as provided in this Section, if Lessee requests to perform said function with respect to damage under Subsections 704(A) and (B), the City may, in its sole discretion, allow Lessee to do so. Any such authorized work by Lessee must be done in accordance with the requirements of Section 601. The City shall reimburse Lessee for the cost of such authorized work performed by Lessee as agreed to in writing by Lessee and the City.

Lessee will be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

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

SECTION 705. INDEMNIFICATION.

- A. Lessee shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with this Agreement, or Lessee's use of its Premises or other areas or facilities at the Airport by Lessee, its agents, employees, contractors, or subcontractors, including, but not limited to:
1. the acts or omissions of Lessee, its agents, employees, contractors, or suppliers;
 2. Lessee's use or occupancy of the Airport and the Premises; and
 3. any violation by Lessee in the conduct of Lessee's business or its use or occupancy of the Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement.

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

- B. Lessee shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Lessee or by reason of Lessee's occupancy of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to Lessee-related receipts. However, Lessee may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Lessee to contest or appeal the same. Lessee

is responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward said billings to Lessee. Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

- C. Lessee shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Lessee, its agents, employees, contractors, or suppliers, in conjunction with Lessee's use or occupancy of the Premises or its operations at the Airport. Lessee will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Lessee shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Lessee may enter into related to its activities on the Premises, and any such sublease, contract or other agreement must specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.
- D. Lessee shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature arising from or based in whole or part upon the presence in, or the release into, the environment, including the Premises or the Airport of any Hazardous Materials to the extent caused by, or resulting from, the acts or omissions of Lessee or its agents, employees, contractors, invitees, licensees, or suppliers at the Airport whether resulting from negligent conduct or otherwise.
- E. If a prohibited incursion into the air operations area occurs, or if the Aircraft Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Lessee's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Lessee shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.
- F. Lessee's obligation to defend and indemnify past officers, employees, and agents of the City must apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.
- G. The City shall promptly notify Lessee of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Lessee hereunder, setting forth the

particulars of such claim, action, proceeding or suit; shall furnish Lessee with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Lessee.

- H. The duty to defend, indemnify, hold harmless, and reimburse must applies to any claim, demands, or suits made against the City for which Lessee is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall promptly notify Lessee of such claim and, if Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the City, at Lessee's expense; provided, however, that Lessee shall immediately notify City if a conflict between the interests of Lessee and City arises during the course of such representation. Lessee shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this section survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Lessee in accordance with this Section. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder is conclusive against Lessee as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article is deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section does not in any way waive any of the City's sovereign or other immunity.
- I. Lessee shall invite the City, at its own expense except as otherwise provided herein, to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.
- J. Notwithstanding the provisions of this Section, Lessee has no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements because, and to the extent, of the negligence or willful misconduct of the City, but only if the City is conclusively determined to be more than 10% liable due to contributory negligence.
- K. This Section survives the expiration or early termination of this Agreement. Lessee understands and agrees that any insurance protection furnished by Lessee pursuant to Section 701 in no way limits Lessee's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

SECTION 706. CITY NOT LIABLE. Unless otherwise expressly provided for in this Agreement, the City is not in any event liable to Lessee for:

- A. any acts or omissions of Lessee, its officers, directors, employees, agents, contractors, or

- suppliers, or for any conditions resulting from the operations or activities of Lessee's directors, officers, employees, agents, contractors, or suppliers;
- B. Lessee's failure to perform any of the obligations hereunder or for any delay in the performance thereof;
 - C. any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, its officers, directors, employees, agents, contractors, suppliers, invitees, customers, or licensees except to the extent such conditions are caused by the City, its employees or agents; or
 - D. bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE VIII 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.

- 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 or 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, 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 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 under applicable Environmental Laws and Environmental Permits to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct, or presence of Lessee or its agents, employees, contractors, independent contractors, lessees, invitees, licensees, or suppliers at the Premises or Airport, whether resulting from negligent conduct or otherwise ("**Remediation Work**"), or any prior lease agreement with the City. Such Remediation Work must be consistent with remediation standards established by or derived from the appropriated government agency responsible for enforcing Environmental Laws or Environmental Permits. Lessee shall perform such Remediation Work at Lessee's expense. Except in the event of an emergency, such Remediation Work will 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 will not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional controls, including environmental covenants, or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits and 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. Lessee agrees that neither Remediation Work or an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, will either unreasonably or materially impair or interfere with the City's current or future use and enjoyment of its property including the Premises, or that of current and future tenants. The City has the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representative of its choice.

- D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City is entitled to 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 do 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 under this Agreement or any prior lease agreement with the City, 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 which lessee is responsible for under this Agreement or any prior use of the Premises, and remedy Lessee's non-compliance with the Agreement. All Remediation Costs incurred by the City must be timely paid or reimbursed by Lessee within thirty (30) calendar days of the City's written notice. Remediation Work, if necessary, must 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 under this Agreement or any prior lease agreement with the City, 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 survives 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 will be provided to Lessee at Lessee's written request.
- I. Environmental Covenants. Lessee will not object to and, if requested by the City, will subordinate, at no costs to the City, 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; (iii) reasonably restricts access to or disturbance of soil underlying the Premises, or (iv) any other reasonable environmental use restriction.

ARTICLE IX ASSIGNMENT AND SUBLEASE

SECTION 901. MERGERS AND CONSOLIDATIONS. If Lessee consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Lessee) or consolidation or the company to which such transfer or conveyance is made must (i) expressly assume in writing and agree to perform all of Lessee's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Lessee is the surviving business entity in such a merger, the express assumption referred to in this Section is not required.

SECTION 902. LESSEE ASSIGNMENTS AND SUBLEASES. With the exception of the transaction referenced in Section 901, Lessee is not permitted to assign this Agreement. With the advance written approval of the City, Lessee may sublet its Premises. No sublet of the Premises is effective without advance approval of the City. If Lessee fails to obtain advance approval from the City of any such sublet, the City, in addition to the rights and remedies set forth in this Agreement and by law, has the right, in its sole discretion, to hold Lessee responsible for continued performance of its obligations throughout the Term, or to immediately terminate this Agreement without the sublessee acquiring any interest herein or any rights to use the Premises.

SECTION 903. CITY APPROVAL OF SUBLEASES. No sublease of Lessee's Premises is effective without advance approval by the City, which approval is to be given to Lessee by Notice, and will take into consideration the best interest of the traveling public and the operations of the Airport. All subleases are subordinate to this Agreement. Without in any manner limiting the

City's general right to approve, disapprove, or condition subleases, it is not unreasonable for the City to disapprove or condition a sublease of Lessee's Premises on any or all of the following circumstances, among others:

- A. The proposed sublease imposes excessive or otherwise unfair terms and conditions on the sublessee.
- B. The proposed sublease does not contain a provision which permits it to be terminated upon Notice from the City to the parties thereto of the availability of City-controlled space.
- C. The proposed sublease does not recognize explicitly that it is subordinate to this Agreement.

SECTION 904. METHOD OF OBTAINING APPROVAL OF SUBLEASES. When requesting approval of a sublease under Sections 902 and 903, Lessee must include with its request a copy of the proposed agreement, if prepared, or a detailed summary of the material terms and conditions to be contained in such agreement. Any proposed agreement or detailed summary thereof must provide information required by the City, including the following:

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

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

SECTION 905. CHARGES TO SUBLESSEES. The City will not approve any sublease that includes charges other than the following:

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

SECTION 906. LESSEE TO REMAIN LIABLE. Lessee remains fully and primarily liable throughout the Term for the payment of all of the Rents and fees due and payable to the City for the Premises that are subject to a sublease, and remains fully responsible for the performance of all the other obligations hereunder, unless otherwise agreed to in writing by the City.

ARTICLE X
TERMINATION OF AGREEMENT IN ENTIRETY

SECTION 1001. RIGHTS CUMULATIVE. It is understood and agreed that the rights and remedies of the City specified in this Agreement are not intended to be, and will not be exclusive of one another or exclusive of any common law right of the City.

Lessee hereby stipulates, covenants, and agrees that Lessee's sole remedy for the City's breach or default of any provision of this Agreement at law or in equity is termination of this Agreement in accordance with Section 1005.

SECTION 1002. CONDITIONS OF DEFAULT This Agreement will be considered in default when Lessee fails to fulfill any Provision of this Agreement and such default will be considered a material breach of this Agreement for which the City, at its option, may terminate this Agreement and 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, remains unpaid after the date the same becomes due.
- B. If, during the Term of this Agreement, Lessee :
 - 1. Applies for, or consents to the appointment of a receiver, trustee, or liquidator of all or a substantial part of its assets;
 - 2. Files a voluntary petition in bankruptcy, or admits in writing its inability to pay its debts as they come due;
 - 3. Makes a general assignment for the benefit of creditors;
 - 4. Files a petition or an answer seeking reorganization or arrangement with creditors or to take advantage of an insolvency law;
 - 5. Files an answer admitting the material allegations of a petition filed against any said assignee or sublessee in any bankruptcy, reorganization or insolvency proceedings; or if during the Term of this Agreement an order, judgment or decree is entered by any court of competent jurisdiction, or the application of a creditor, adjudicating Lessee a bankrupt or insolvent, or approving a petition seeking a reorganization of Lessee, and such order, judgment or decree continues unstayed and in effect for any period of ninety (90) consecutive days.
- C. If Lessee has failed in the performance of any Provision 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 will 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 Provisions required to be performed, kept and observed by Lessee will not be construed to be or act as a waiver of default or in any subsequent default of any of the Provisions 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 Provisions herein required to be performed, kept and observed by Lessee will 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 Provisions.

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 has abandoned the Airport for a period of at least sixty (60) days and has 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 occupies 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 has 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 will be effective unless and until not less than thirty (30) calendar days have elapsed after Notice by either party to the other specifying the date upon which such termination will take effect, and the cause for which this Agreement is being terminated and no such termination will be effective if such cause of default by its nature cannot be cured within such thirty (30) day period, and if the party at default diligently commences to correct such default within said thirty (30) days and corrects the same as promptly as is reasonably practicable.

In the event that suit is instituted by City upon the default of payment of any rent, charges, fees or payments as provided herein or the breach of any Provision, 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 or early termination 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 has 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, shall perform a joint inspection of the Premises and the Improvements being surrendered to the City. Said inspection must 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, or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers are remediated in accordance with Section 801.C entitled "Environmental Remediation". 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 Subsection 801.C, Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 801.E.

SECTION 1102. REMOVAL OF PROPERTY. Provided Lessee is not in default for nonpayment of Rental Payments or any other payment due hereunder, Lessee has the right, on expiration or early termination of this Agreement to remove or dispose of all Removable Fixtures installed or placed by Lessee in, on, or about the Premises. 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 Removable Fixtures, and any Improvements required to be removed by the City in accordance with Section 608. Any such removal or repair costs will be at Lessee's sole cost and expense. If the Premises or any Improvements being surrendered to the City are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first installed such Improvement or used the Premises pursuant to this Agreement (reasonable wear and tear accepted, taking into account repair and maintenance required to be done by Lessee), after notification by the City to Lessee, the City has the right to repair or recondition said Premises including the Improvements being surrendered to the City and

the cost thereof, plus a charge of fifteen percent (15%) for overhead, will be invoiced to Lessee and payable immediately upon demand (see also Section 404).

SECTION 1104. OWNERSHIP OF PROPERTY NOT REMOVED. The City reserves the right, and Lessee agrees that the Director may require Lessee to promptly and timely remove any or all Removable Fixtures and restore the Premises to an acceptable condition as approved by the Director. Lessee agrees to bear all costs of such removals and restorations. In the event Lessee fails to remove its Removable Fixtures within thirty (30) days after receipt of Notice by the City or the expiration or early termination of this Agreement, such Removable Fixtures may be deemed abandoned by the City. In addition to whatever other rights are available to the City at law or in equity, with prior notification of Lessee the City has the right to: (i) remove and store all or any portion of the Removable Fixtures at Lessee's expense, or (ii) take title to, use, sell, or otherwise dispose of all or any portion of the Removable Fixtures. If the City takes title to any Removable Fixtures or otherwise disposes of the property, the City will be entitled to all proceeds of sale of any Removable Fixtures as liquidated damages for the cost of Lessee's breach of its covenant to timely remove its Removable Fixtures, and may seek other remedies at law or in equity (see Article VI, Section 608 entitled "Title To Improvements and Removable Fixtures").

ARTICLE XII MISCELLANEOUS PROVISIONS

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

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

With a copy to:

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

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

Linda Boring, V.P.
Community America Credit Union
P.O. Box 15950
Lenexa, Kansas 66285

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 is 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 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 is not 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 is not 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 must 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 its 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 will have no claims for any damages or loss of any kind whatsoever against City.
- J. Lessee will establish and maintain for the term of this Agreement an affirmative action program according to the Mayor's Executive Order on Equal Opportunity in Employment and City reserves the right to take such action as the City of St. Louis and the United States Government may direct to enforce the above covenants.
- K. Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person, on the grounds of race, creed, color, national origin, sex, religion, age or disability, is excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person will 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.
- L. 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. FAA NON-DISCRIMINATION.

- A. The Lessee for itself, personal representatives, successor in interest and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
- i. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Premises for a purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Premises;
 - ii. no person on the ground of race, color, or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Premises or the facilities, structures or improvements within the Premises;
 - iii. in the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,
 - iv. the Lessee will use the Premises or facilities, structures, or improvements within the Premises in compliance with the Acts and Regulations; and
 - v. for purposes of this Section 1203, references to “Acts or Regulations” will mean or include the following statutory and regulatory cities, as may be amended from time to time:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38; (also see 49 CFR Part 27 and 28 CFR Parts 35 and 36);
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 1204. NO PERSONAL LIABILITY. No alderman, commissioner, director, officer, agent or employee of either party will be charged personally or held contractually liable by or to the other party under any Provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this agreement will be brought against the City and not against named individual respondents.

SECTION 1205. FORCE MAJEURE. Neither party hereto will be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Lessee hereunder, their respective licensees, contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Lessee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or should be construed

to abate, postpone or in any respect diminish Lessee's obligations to make any payments due to the City pursuant to this Agreement. The City will be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefore will 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 Provisions of this Agreement extend to and bind the legal representatives, successors, sublessees and assigns of the respective parties hereto. This provision does not constitute a waiver of any conditions regarding the assignment or subletting contained in this Agreement.

SECTION 1207. QUIET ENJOYMENT. Subject to the Provisions of this Agreement, the City covenants that Lessee, on paying the rentals and otherwise performing its covenants and other obligations hereunder, will have quiet and peaceable use of the Premises.

SECTION 1208. 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 1209. AGREEMENTS WITH THE UNITED STATES. This Agreement will be subordinate to the provisions of any existing or future agreements between the City and the United States Government or governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the granting of federal funds or the approval to impose or use Passenger Facility Charges ("PFCs") for the improvement or development of the Airport. Lessee will not cause the City to violate any assurance made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFC's. All Provisions of this Agreement will be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights will supersede any Provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

SECTION 1210. MODIFICATIONS FOR GRANTING FAA FUNDS. In the event that the FAA requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this Agreement, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements, deletions of any of the Provisions of this Agreement, as may be required to enable the City to obtain said FAA funds.

SECTION 1211. GOVERNING LAW AND FORUM SELECTION. This Agreement is made and entered into in the State of Missouri, and Missouri law governs and applies to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement must be brought only in a federal or state court in the City of St. Louis, Missouri.

Lessee and the City hereby admit and consent to the jurisdiction and venue of such courts. The Provisions of this section survive the expiration or termination of this Agreement.

SECTION 1212. 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 Lessee is required herein, no such approval will be unreasonably requested or withheld.

SECTION 1213. WAIVERS. No waiver of default by either party of any of the Provisions hereto to be performed, kept and observed by the other party will be construed as, or operate as, a waiver of any subsequent default of any of the Provisions 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 1214. INVALID PROVISIONS. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision will be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it will be stricken. If stricken, all other covenants, conditions and provisions of this Agreement will remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

SECTION 1215. ENTIRE AGREEMENT. This Agreement, together with all exhibits attached hereto and incorporated by reference herein, constitutes or embodies the entire Agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and the Lessee.

SECTION 1216. ADVERTISING. Lessee has 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 1217. AMENDMENTS. Unless otherwise expressly provided herein, this Agreement may not be changed, modified, or amended except by written amendment duly executed by the parties hereto.

SECTION 1218. 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 will 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 1219. 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 subject to and must be in accordance with City Ordinance No. 62124, as may be amended from time to time.

SECTION 1220. AMERICANS WITH DISABILITIES ACT (ADA). Lessee is responsible for compliance with the Federal ADA, and other federal, state, or local laws or regulations and the City Ordinances pertaining to the disabled individual having access to Lessee's services.

SECTION 1221. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement. The parties expressly agree that time is of the essence in the performance of each and every obligation and condition of this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, will relieve the other party, without liability, of any obligation to accept such performance.

SECTION 1222. TITLE TO SITE. The Premises from the date hereof until the termination of this Agreement will be owned in fee simple title by City or in such lesser estate as in the opinion of the City Counselor is sufficient to permit the letting thereof by City as herein provided for the full term provided in this Agreement.

SECTION 1223. HEADINGS. The headings of the Articles and Sections of this 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 Agreement and shall not be construed to affect in any manner the Provisions hereof or the interpretation or construction thereof.

SECTION 1224. ACKNOWLEDGMENT OF TERMS AND CONDITIONS. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and will not be construed against the City by reason of the preparation of this Agreement by the City.

SECTION 1225. 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 1226. SURVIVAL OF WARRANTIES. All warranties and covenants set forth in this Agreement survive the execution and performance of this Agreement.

SECTION 1227. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied gives, or should be construed to give, to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

(Remainder of page is intentionally blank.)

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

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

The foregoing Agreement was approved by the Airport Commission at its meeting on the 4th day of October, 2017.

THE CITY OF ST. LOUIS BY:

[Signature] 10/3/17
Commission Chairman
and Director of Airports

APPROVED AS TO FORM ONLY BY:

[Signature] 10/4/17
City Counselor
City of St. Louis

COUNTERSIGNED BY:

[Signature] 10/24/17
Comptroller,
City of St. Louis

ATTESTED TO BY:

[Signature] 10-31-17
Register,
City of St. Louis

COMPTROLLER'S OFFICE
DOCUMENT # 72284

The Board of Estimate and Apportionment approved the foregoing Agreement in substance at its meeting on the 18th day of October, 2017.

[Signature] 10/18/17
Secretary,
Board of Estimate & Apportionment

COMMUNITY AMERICA CREDIT UNION

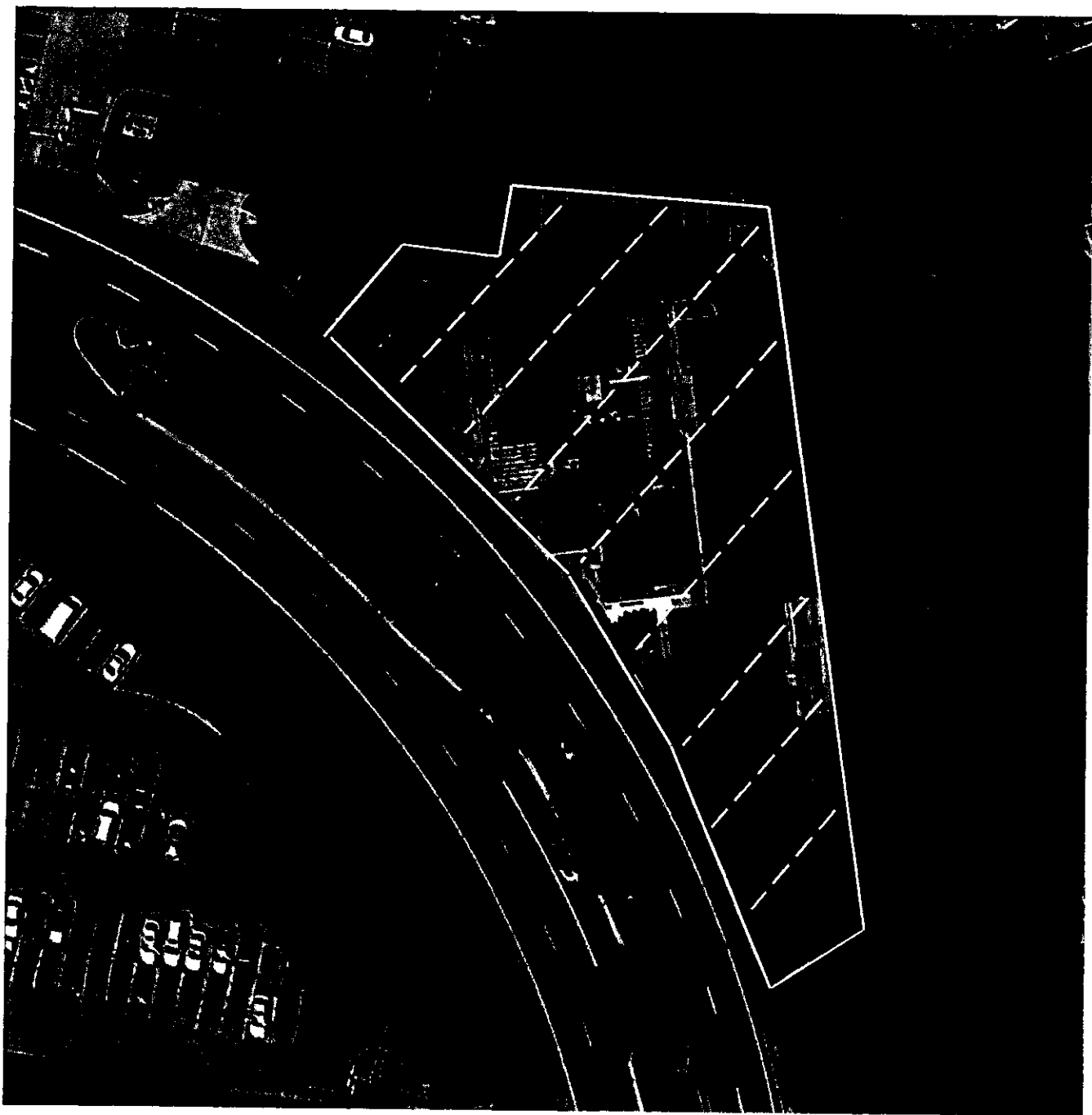
BY: [Signature]

Title: Tim Saracini

Date: Chief Financial Officer

EXHIBIT A
PREMISES

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



For Illustrative Purposes Only



Exhibit A
Community American Credit Union

Prepared by: PD
Date: 03/16/2017