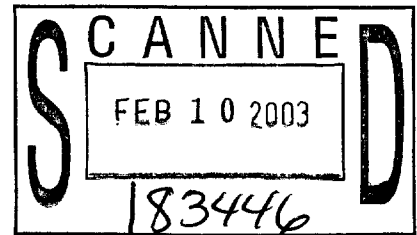


**MEMORANDUM OF AGREEMENT
FOR
IMPROVEMENTS TO THE EXISTING TERMINAL FACILITY
AT
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
BETWEEN**

**THE CITY OF ST. LOUIS, MISSOURI
AND
TWA AIRLINES LLC**

CONFIDENTIAL
CONFIDENTIAL@stlouis-mo.gov
2020-01-15 17:52:49 +0000
CONTRACT NO: 44476



AUTHORIZED BY ORDINANCE NO. 65163 AS AMENDED BY 65625

**DEPARTMENT OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
RONALD A. HEARST, P. E., PRESIDENT
ROOM 305, CITY HALL
ST. LOUIS, MISSOURI 63103**

**MEMORANDUM OF AGREEMENT
FOR
IMPROVEMENTS TO EXISTING TERMINAL FACILITIES
AT
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT**

THIS MEMORANDUM OF AGREEMENT is made and entered into this ____ day of _____, 2003 (the "MOA") by and between The City of St. Louis, a municipal corporation of the State of Missouri (the "City") by and through the City's Board of Public Service, and TWA Airlines LLC, a wholly owned subsidiary of American Airlines, Inc., a corporation organized under the laws of the State of Delaware ("AA") (collectively herein, the "Parties").

WITNESS THAT:

WHEREAS, the City owns and operates Lambert-St. Louis International Airport (the "Airport"), located in the county of St. Louis, State of Missouri;

WHEREAS, the Airport is used by certain air carriers engaged in the transportation of passengers and property for compensation;

WHEREAS, AA operates a passenger hub at the Airport and has assumed a certain Airport Use Agreement dated August 1, 1965, which was originally entered into by Trans World Airlines, Inc. ("TWA"), as amended from time to time (collectively, the "AUA"), that grants AA the preferential use of certain premises and facilities, including premises in the Airport's passenger terminal area for the operation of AA's hub activities, and is incorporated herein by reference;

WHEREAS, the City and AA believe that certain planned "Improvements" to the existing terminal facility at the Airport more fully described in Section A.1 below would be in the best interest of the Parties;

WHEREAS, AA has reviewed the City's preliminary cost estimates for the Improvements, and was provided the opportunity to comment and offer recommendations regarding the City's preliminary cost estimates;

WHEREAS, the City has developed a preliminary funding plan for the planned Improvements and AA has reviewed the City's proposed funding plan;

WHEREAS, AA desires to work together with the City and Airport staff for the completion of the Improvements to the existing terminal facilities; and

WHEREAS, the City and AA find it mutually advantageous to memorialize their understandings and agreements with respect to the planned Improvements.

NOW THEREFORE, in consideration of the terms, covenants, conditions, and agreements expressed in this MOA, to be faithfully kept and performed by the City and AA, it is agreed as follows:

A. GENERAL

1. The City and AA have developed a scope of work, estimated costs, financing plan, and schedule for those certain projects or improvements (the "**Improvements**") to the existing terminal facilities as outlined in EXHIBIT A. Subject to the prior approval of the City, the scope of work for the Improvements listed in EXHIBIT A may be modified to accommodate minor project changes as needed. See EXHIBIT A-1 entitled "Scope of Work" which is attached hereto and incorporated herein.
2. The Parties agree to exercise their best efforts to share financial, demand, traffic, schedule, and other relevant forecast data on a timely basis throughout the process of planning and financing the Improvements and throughout the remaining term of the AUA provided that such information is non-proprietary, and the City agrees to keep such information confidential to the extent permitted by law.
3. The Parties acknowledge and agree to use their best efforts and to work diligently and in good faith to obtain the necessary approvals to complete and execute any amendment to the AUA or other lease or space agreements that may be reasonably necessary in order to accomplish the intent and purpose of this MOA and shall execute and deliver affidavits, certifications, documents, bills of sale, or other instruments as may be reasonably necessary in order to accomplish the intent and purpose of this MOA.

B. FUNDING/FINANCING OF THE PLANNED IMPROVEMENTS

1. Airline Majority-in-Interest Approval. By execution of this MOA, AA, if and when required, will timely give its formal majority-in-interest ("**MII**") approval for the Improvements outlined in EXHIBIT A. AA also agrees to use its best efforts and influence to obtain timely MII approval from its regional affiliates. AA, acting as chair of the STL Airline Airport Affairs Committee, if requested by the City, will work closely with the City and use its best efforts to obtain the timely approval of the Improvements outlined in EXHIBIT A by a MII of the other signatory airlines if and when required.
 - a. With regard to the funding for the Improvements listed in EXHIBIT A and the "**Financial Plan**" set out therein, AA warrants, represents, and agrees AA will:

i. Support the City's issuance of General Airport Revenue Bonds ("**GARB**") payable from the general revenues of the Airport. In this regard AA acknowledges the City's obligation, under its trust indenture governing the issuance of GARB by the City, to set rates, fees, and charges to generate revenues sufficient to satisfy the rate maintenance covenant of said trust indenture.

ii. Timely reimburse the City for all costs as provided for herein including, without limitation, related financing costs associated with those Improvements that are to be financed by the City on behalf of AA and are identified on EXHIBIT B entitled "**GARB Funded Projects**" as "**AA surcharge**" (the "**AA Surcharge Projects**"). The reimbursement by AA to the City for the cost of AA Surcharge Projects will be based on the amortization of all costs over the term of the GARB issued by the City to finance the AA Surcharge Projects, unless such reimbursement is accelerated in accordance with Section B of this MOA.

iii. Timely pay rates and charges established in accordance with the rate methodology prescribed in the AUA for those Improvements that are to be financed by the City and are identified on EXHIBIT B as "**Rental rate-based**" (the "**Rate Based Projects**").

b. With regard to the funding for the Improvements listed in EXHIBIT B entitled "**GARB Funded Projects**" (i.e. AA Surcharge Projects, Rate Based Projects, and City Funded Project) and as set forth in the Financial Plan, the City, subject to its Charter and ordinance, will:

i. Fund and finance the AA Surcharge Projects, the Rate Based Projects, and the City Funded Project as identified in EXHIBIT B in the most cost effective manner, and if MII approval for those projects requiring such approval is not obtained, the City will meet with AA to discuss alternative means of funding/financing.

ii. Issue its GARB to provide funding for the AA Surcharge Projects, the Rate Based Projects, and the City Funded Project in an amount not-to-exceed \$16,384,274 plus financing and other related expenses.

iii. The project in EXHIBIT B identified as a City Funded Project (the "**City Funded Project**") shall be at the City's sole expense and AA will incur no costs for the City Funded Project either in the form of increased rental rates or in the form of surcharge hereunder, unless the budget for the City Funded Project is increased without the prior written approval of the City.

2. The City, subject to its City Charter and ordinances, intends to finance those Improvements outlined in EXHIBIT C, entitled "PFC Funded Projects" with Passenger Facility Charge ("PFC") resources and by execution of this MOA, AA evidences its approval and support of the City's plan for financing the "PFC Funded Projects" identified in EXHIBIT C. The funding for the PFC Funded Projects shall be at the City's sole expense and AA should incur no costs for the PFC Funded Projects in the form of a surcharge hereunder.
 - a. With regard to the financing plan for the PFC Funded Projects, as set forth in Exhibit C, the City:
 - i. Shall be responsible for contracting.
 - ii. Intends to use not more than \$6,233,000 of its PFC revenue for the purpose of funding the PFC Funded Projects.
 - iii. Intends to promptly apply for approval to use PFC revenue for the PFC Funded Projects.
3. The City will amortize the cost and expenses associated with the AA Surcharged Projects from the respective date of project completion through the maturity of the GARB issued to finance the GARB Funded Projects. The costs and expenses will be recovered from AA through a "surcharge" based on one twelfth (1/12) of the annual amortization expenses including related financing costs for the AA Surcharged Projects. Upon the completion of the respective AA Surcharge Projects, the City will provide AA with an amortization schedule setting forth a surcharge amount to be paid monthly by AA. All unpaid surcharge amounts due City hereunder shall bear a service charge of 1½% per month if same is not paid and received by the City on or before the 30th of the month in which said payment is due. Lessee also agrees that it shall pay and discharge all costs and expenses including, without limitation, attorneys' fees and litigation costs incurred or expended by the City in collection of said delinquent amounts due including service charges. Payments shall be made at the Office of the Director of Airports at the airport, or at such other place in the City of St. Louis, as City may hereafter notify AA and shall be made in legal tender of the United States.
4. The term of the existing AUA expires December 31, 2005. In the event AA vacates or abandons all of its Airport facilities or the Improvements identified herein as AA Surcharged Projects, and/or does not execute a new Airport Use Agreement prior to the expiration of the term of the AUA (December 31, 2005), or the early termination thereof, the un-amortized costs for the AA Surcharged Projects will be due from AA immediately. Should the City refuse or fail to offer AA a new Airport Use Agreement prior to the expiration of the term of the AUA, AA will continue to make timely payments to the City in accordance with the amortization schedule as provided for herein. If, however, the AA Surcharged Projects are used in whole or in part by another party approved by the City or if

the City requests AA to vacate a portion of its Airport facilities, the remaining amounts due from AA will be reduced by an amount that represents the un-amortized value of the improvements used by another party other than AA or vacated by AA on the City's behalf.

C. CONSTRUCTION OF THE IMPROVEMENTS

1. The City, subject to the provisions of this MOA, is hereby agreeing to permit AA to construct all of the AA Surcharged Projects (except for the RIDS project) and a certain City Funded Project as identified in Exhibit B. AA hereby warrants, represents, and agrees that it will construct such projects in accordance with the agreed upon scope of work and budget. AA further acknowledges and agrees that the City working with AA has established a budget for each of the projects and that the City's reimbursement obligations herein for projects constructed or performed by AA will not exceed the total amount budgeted for all the AA Surcharge Projects or the City Funded Project to be constructed by AA, as identified on EXHIBIT B and set out in this MOA. Further AA warrants, represents, and agrees that it will comply with the construction administration provisions outlined in EXHIBIT D entitled "Construction Administration". Prior to the commencement of any work associated with the Improvements to be performed by AA, AA shall submit to the City for the City's review and approval a completed Tenant Construction Application ("TCA") and associated construction documents including, without limitation, plans and specifications, insurance certifications, performance and payment bonds, and other required documents or information in the amount and form acceptable to the City as provided for in the TCA and EXHIBIT D.
2. The City, subject to the provisions of the MOA, will construct the Rate Based Projects and the RIDS project identified on EXHIBIT B and the PFC Funded Projects identified on EXHIBIT C in accordance with the agreed upon scope of work and budget and will notify AA immediately of any pending scope or budget changes. The City will make every reasonable effort to complete the projects within the established schedule and budgets.

D. CITY REIMBURSEMENT OBLIGATIONS TO AA

The City, subject to the provisions of this MOA, will reimburse AA for expenditures made by AA in the course of completing or constructing the AA Surcharge Projects and the City Funded Project to be constructed or performed by AA as identified in EXHIBIT B. The City's reimbursement obligations to AA shall not exceed the total approved budget amount for the AA Surcharge Projects nor the total approved budget amount for the City Funded Project to be constructed by AA. The method used to reimburse AA will be as follows:

1. The City, subject to the provisions of this MOA, will reimburse AA the amount of each paid invoice provided that: a) such payment does not exceed 90% of the amount owed to construction contractors or 95% of the amount owed to

consultants in regard to professional service agreements for engineering and design work ("**Retainage**"), b) such invoice does not result in the total reimbursement being more than 90% or 95% (as the case may be) of the total approved project budget unless the project is certified as being completed by the City and AA, and c) such invoice is accompanied by five (5) copies of a signed "**Request for Reimbursement**". The Request for Reimbursement shall list or state the reimbursable costs actually incurred by AA, the total amount owed to AA, the Retainage amount, and the total amount to be paid to AA under the particular Request for Reimbursement and shall describe in detail the work performed. AA shall include with each Request for Reimbursement copies of all invoices contracts, affidavits, certifications, lien waivers (in regard to construction, construction services and construction supplies from the previous months Request for Reimbursement), proof of payment from the previous Request for Reimbursement, and other documents for each of the reimbursable costs listed on the Request for Reimbursement as reasonably requested by the City. The City, subject to the provisions of this MOA, shall reimburse AA the total amount to be paid under the particular Request for Reimbursement within thirty (30) days of each completed Request for Reimbursement. Reimbursements or payments by the City contemplated herein shall be made by City Check and made payable to American Airlines, Inc., and shall be addressed to P.O. Box 619616, DFW Airport, Texas 75261, Attn: Manager CRE Administration, MD5317, or at such other place as AA may hereafter notify the City.

2. The City, subject to the provisions of this MOA, will reimburse AA for the Retainage upon the City's and AA's certification in writing that the project has been completed in accordance with the agreed upon scope of work and plans and specifications and any amendments thereto. It is understood and agreed that interest income, if any, earned by the City on the Retainage shall belong to the City. It is further understood and agreed that the payment by City of the amount in the Request for Reimbursement when AA is not entitled to such payment or reimbursement will not constitute a waiver of the compliance with the terms, covenants, or conditions of this MOA.

E. OWNERSHIP, MAINTENANCE AND OPERATION OF IMPROVEMENTS

The Parties hereby acknowledge, stipulate, and agree that upon final completion and acceptance by the City of the work or the projects associated with the Improvements to be performed by AA under this MOA (see EXHIBIT B titled "GARF Funded Projects") that: i) the City shall be deemed the owner of said Improvements and shall have all rights, title, and interest in and to those Improvements, and ii) AA shall be responsible for the operation, maintenance, repair, and replacement of the Improvements that are located within or affixed to space that AA is granted preferential use, in accordance with the provisions of the AUA, which manner and care shall at all times be at or above industry standard for similar equipment and Improvements. The Director shall be the sole judge of the adequacy of work performed by AA, and may upon written notice require specific service, repair, maintenance, overhaul work or replacement of equipment or Improvements at AA's own cost and expense.

F. RELINQUISHMENT OF LEASED SPACE

AA agrees to relinquish back to the City certain areas currently under use by AA in order to facilitate the City's "Concessions Development Program". However, under no circumstances will AA be required to relinquish areas prior to reasonably like replacement space being made available. The areas and the estimated dates at which these areas are to be relinquished are listed on EXHIBIT E. Upon release of this space AA will no longer have any use rights or payment or maintenance obligations for the areas relinquished.

G. INDEMNIFICATION

AA agrees to protect, defend, indemnify and hold harmless the City, its Board of Aldermen, Airport Commission, officers, agents and employees as provided for in the AUA. This Section G shall survive the expiration or early termination of this MOA or the AUA.

H. TERM/TERMINATION/REMEDIES

1. The term of this MOA shall begin upon the full execution by both Parties and shall end when all of the work, projects, payments, reimbursements, and obligations contemplated herein have been completed, paid, reimbursed and/or satisfied, unless otherwise mutually agreed to by the Parties in writing or terminated as provided for below. The expiration of the term of this MOA shall be evidenced by a written "**Certification of Completion Letter**" executed by the Director of Airports on behalf of the City and AA.
2. If any party shall breach any term, covenant, condition, or provision of this MOA or default in performing any of its obligations under this MOA, the non-defaulting party shall give the breaching party written notice of such breach or default and shall give the breaching party sixty (60) calendar days after such notice to cure said default or breach. In the event of an unexcused breach, which is not cured within said sixty (60) calendar days, the non-breaching party shall be entitled to pursue any remedies available at law or in equity including, without limitation, the right to terminate this MOA and/or seek specific performance.
3. AA does hereby stipulate, warrant, represent, covenant, and agree that in the event of a breach of any term, covenant, condition, or obligation by AA, which is not timely cured in accordance with this Section H, that in addition to the remedies provided for above, the City will be entitled to demand immediate full payment of all unamortized costs associated with the AA Surcharged Projects. Should the City demand such payment, AA acknowledges, represents, warrants, and agrees to timely and promptly pay in accordance with such written demand.

4. AA hereby stipulates and agrees that a default or breach under this MOA by AA shall constitute a default by AA under the AUA.

I. NOTICES

Except herein otherwise expressly provided any notices, request, consent, approval, certification, waiver, information, document, correspondence required or permitted under this MOA shall be in writing and delivered personally, or sent by registered or certified mail with return receipt postage prepaid, or sent by an overnight or express mail service with a return receipt postage prepaid to the person and address set forth below. Notice shall be deemed effective upon receipt or three (3) calendar days after being sent or mailed.

CITY: Director of Airports, St. Louis Airport Authority, P. O. Box 10212
Lambert Station, St. Louis, Missouri 63145 and a copy to the Airport
Properties Manager at the same address.

AA: Vice President Corporate Real Estate
American Airlines, Inc.
P.O. Box 619616
DFW Airport, TX 75261
And a copy to Senior Principal CRE, P.O. Box 10007, Lambert
International Blvd., St. Louis, MO 63145.

Any Party may change the person or address to which notices are to be sent to it by giving written notice of such change to the party in the manner herein provided for giving notice and the date upon which the change will become effective.

J. GOVERNING LAW

This MOA shall be deemed to have been made in, and be construed and enforced in accordance with the laws of the State of Missouri and is subject to the City's Charter and ordinances and its rules and regulations. The Parties shall comply with all applicable local, state, and federal statutes, laws, ordinances, orders, judgments, decrees, directions, rules, and regulations, now or hereafter relating to the Airport's premises, the performance of terms and provisions of this MOA, or the work contemplated herein. The parties acknowledge, understand, and agree that the work, payments and/or reimbursements contemplated herein may be funded in whole or in part with federal funds.

K. AUDITS / INSPECTIONS

1. AA shall maintain all records relating to this MOA or cost incurred by AA and invoiced to the City for reimbursement or payment including, without limitation, requests for reimbursements, payroll records, invoices and other proof of

payments, contracts, change orders, plans and specifications, budgets, schedules, bid documents, correspondences, lien waivers, etc. (the "**Records**") for at least three (3) years from the date of the final reimbursement made to AA by the City as set forth in D. hereinabove.

2. AA shall allow any authorized representative of the City, state and federal agencies access to all Records for inspection for auditing purposes (at all reasonable times upon reasonable notice to the AA at no charge to City or its authorized representatives or agents and state and federal agencies) during the term of this MOA and any extension thereof for at least three (3) years from the date of the final reimbursement made to AA by the City as set forth in D. hereinabove.
3. AA shall allow authorized representatives of the City, state and federal agencies (at all reasonable times and at no charge to the City or its authorized representatives or agents and state and federal agencies) to make progress audits, inspections, testing, surveys, environmental inspections, and assessment of the work contemplated herein at any time upon reasonable notice to AA.
4. AA shall allow authorized representatives of the City (at all reasonable times and at no charge to the City or its authorized representatives or agents) to inspect the work site or work contemplated herein to determine whether AA has complied and is complying with the terms, covenants, and conditions of this MOA.
5. If audit findings have not been resolved, AA shall retain the applicable Records until those findings have been resolved.

L. SALES TAX EXEMPTION

1. In regard to the work or projects associated with the Improvements to be performed under this MOA by AA, AA acknowledges and agrees the purchases of tangible personal property and materials to be incorporated into, installed, or consumed in the construction of said projects are not subject to Missouri sales tax and may be made on a sales tax-exempt basis. Said purchases should not be made until a notice to proceed is forthcoming from the City's President of the Board of Public Service or his/her authorized or designated representative and a "Tax Exempt Certificate" has been issued. The City will not be liable or responsible to AA, or reimburse AA hereunder, for taxes on purchases made by AA or its contractors, subcontractors, or agents who have not been issued a Tax Exempt Certificate.
2. At the time the City issues its notice to proceed to AA, the City will furnish AA an "Exemption Certificate" authorizing such purchases for the projects to be on a sales tax-exempt basis. AA shall forward a copy of the Exemption Certificate to all of its contractors, subcontractors, and agents. AA and any of AA's contractors, subcontractors, or agents purchasing materials hereunder shall present a copy of

such Tax Exemption Certificate to all material suppliers as authorization to purchase all tangible personal property and materials to be incorporated into, installed, or consumed in the construction of the projects to be performed by AA and no other on a sales tax-exempt basis. The purchasing contractor shall retain all invoices for property purchased under the Exemption Certificate for a period of five (5) years from completion of the specific project.

3. The Exemption Certificate will remain in force until the expiration date indicated thereon. Neither AA nor any of its purchasing contractors or agents shall make any sales tax-exempt purchases for the projects under this MOA after the expiration date or any extension thereof. AA will request in writing to the City for the approval of the President of the Board of Public Service at least thirty calendar (30) days prior to the expiration date in effect for the Exemption Certificate for any extension to the expiration date that may be required to complete said projects.
4. Purchases made pursuant to this section shall be in accordance with all applicable laws and regulations including Section 144.062 of the Missouri Revised Statutes and Missouri Department of Revenue Administration Regulation 12 CSR 10-3.388, as may be amended from time to time.

M. MISCELLANEOUS PROVISIONS

1. Entire Agreement/Exhibits. This MOA, together with all exhibits attached hereto and the agreed upon scope of work, estimated costs and budgets, and the financing plan and schedule for the Improvements, the approved Tenant Construction Application and associated construction documents (plans and specifications) and any amendments thereto, and other documents referred to herein, which are hereby incorporated herein by reference as though fully set out herein, constitutes the entire agreement between the Parties and all other representations or statements heretofore made, verbal or written, regarding the subject matter of this MOA or merged herein. City and AA shall reasonably and in good faith finalize and, if applicable, attach all such exhibits and other documents or records incorporated herein by reference to this MOA which may not have been in final form as of the date of the MOA.
2. Amendments. This MOA may be amended from time to time by the written agreement, duly authorized and executed by all signatories to this MOA. The Director of Airports, on behalf of the City and in the City's and Airport's best interest, is hereby authorized to amend the exhibits to this MOA. However, it is expressly understood and agreed that there can be no increase in the reimbursable amounts or the not-to-exceed amounts of this MOA without an amendment to this MOA executed by all of the signatories to this MOA.
3. Assignment. This MOA may not be assigned or any portion thereof by the City or AA without the prior written consent of the other party.

4. No Personal Liability. No alderman, commissioner, director, officer, employee or other agent of the City or AA shall be personally liable under or in connection with this MOA.
5. Non-Discrimination. This MOA is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 26. AA agrees that it will not discriminate against any person or business owner because of the persons or owner's race, color, national origin, or sex in connection with the award or performance of any agreement or contract covered by 49 CFR part 26 and to comply with all applicable provisions of 49 CFR part 26.
6. Severability. If for any reason one or more of the terms, covenants, conditions or provisions contained in this MOA shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other term, covenant, condition or provision of this MOA and shall be construed as if such invalid, illegal or unenforceable term, covenant, condition or provision never had been included in this MOA, provided the invalidity of such term, covenant, condition or provision does not materially prejudice either the City or AA in its respective rights and obligations contained in the valid terms, covenants, conditions and provisions of this MOA.
7. Force Majeure. Neither City nor AA shall be deemed in violation of this MOA if it is prevented from performing any obligation hereunder by reason of strike boycott, labor disputes, embargoes, shortage of materials, acts of God, acts of public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage or any other circumstances for which it is not responsible and which is not within its control.
8. Inurement. This MOA shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and permitted assigns.
9. Captions. The paragraph captions are inserted for convenience of reference only and are in no way to be construed as part of this MOA or as a limitation on the scope of the paragraphs to which they refer.
10. Time Is of the Essence. Time is of the essence in this MOA. The parties agree that time shall be the essence in the performance of each and every obligation and understanding of this MOA.
11. Disputes. If disputes or technical disagreements develop between the Parties concerning the construction of the Improvements or the provisions of this MOA, the Parties agree that they will elevate these disputes or technical disagreements to the highest practicable level of their organizations for good faith negotiations in order to try to resolve any such disputes or technical disagreements.

12. Required Approvals. When the consent, approval, waiver or certification (the "Approval") of either party is required under the terms of this MOA, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director of Airports, is required, the Approval must be from the Director of Airports or his/her authorized designee or representative.
13. Extensions of Time. The Parties agree that extensions of time of performance may be made by the written mutual consent of the Director of Airports, on behalf of the City, and AA.
14. Acknowledgment of Terms and Conditions. The Parties affirm each has full knowledge of the terms, covenants, conditions, warranties, obligations and requirements contained in this MOA. Each party acknowledges that such party and its counsel, after negotiation and consultation, have reviewed and revised this MOA. As such, the terms of this MOA shall be fairly construed and the usual rule of construction, to the effect that any ambiguities herein should be resolved against the drafting party, shall not be employed in the interpretation of this MOA or any amendments, modifications or exhibits thereto.
15. Waiver. No waiver of any breach of any term, covenant, condition, or provision herein contained shall be deemed, or shall constitute a waiver of any preceding or succeeding breach thereof of any term covenant, condition, or provision contained herein. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act. No waiver shall be binding unless executed in writing by the party granting the waiver.
16. Dates and Non-Business Days. Whenever a number of days is referred to in this MOA, days shall mean calendar days unless otherwise expressly provided. If any period of time expires on a federal, state or City non-business day, City or AA shall have until the close of business of the next federal, state or City business day to take whatever action is to be taken within the time period.
17. Other Documents. Each party at the request of the other, shall execute, acknowledge (if appropriate) and deliver whatever additional documents, certifications, affidavits, and such other acts, as may be reasonably required in order to accomplish the intent and purposes of this MOA.
18. Binding Contract. This MOA shall become effective and binding only upon the execution by the City and AA.
19. Withholding Required Approvals. Whenever the approval of the City or the Director of Airports or of AA is required herein, no such approval shall be unreasonably requested, withheld, delayed, or conditioned.

20. Conflicts Between Tenants. In the event of a conflict between AA and any other tenant, operator, licensee, or concessionaire, as to the respective right of the others, the Director of Airports shall review the applicable agreements and by reasonable interpretation thereof determine the right of each party, and AA agrees to be bound by such decision. All determinations by the Director of Airports are final and binding.
21. Counterparts. This MOA and any companion documents or instruments contemplated or referred to herein may be executed in any number of counterparts, each of which shall be original, but all of which together shall constitute one document or instrument.
22. Mechanics' and Materialmen's Liens. AA warrants, represents, and agrees not to permit any mechanics' or materialmen's lien or any other lien to be foreclosed upon any City or Airport property or any part or parcel thereof, or the improvements thereon, by reason of any work or labor performed or materials or equipment furnished by any mechanic, materialman or person, or for any other reason.
23. Modification for Granting Federal Aviation Administration Funds. In the event that the Federal Aviation Administration ("FAA") requires, as a condition precedent to granting of funds for the improvement of the Airport, modifications or changes to this MOA, AA agrees to consent to such reasonable amendments or modifications of the terms, covenants, or conditions of this MOA, as may be reasonably required to enable the City to obtain said Federal Aviation Administration funds.
24. Modification for Granting FAA Funds. This MOA shall become subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation, expansion, improvement, development, or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the operation, improvement, development, expansion or maintenance of the Airport. The parties acknowledge, understand, and agree that the work, payments and reimbursements contemplated herein are funded in whole or in part with federal funds.

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the day and year first above written.

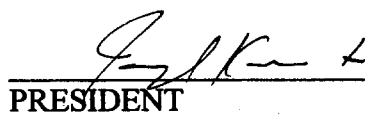
Pursuant to the City of St. Louis Ordinance No. 65163 approved February 15, 2001, as amended by Ordinance No. 65625 approved August 5, 2002.

THE CITY OF ST. LOUIS, MISSOURI:


APPROVED BY:

 1/31/03
DIRECTOR OF AIRPORTS DATE

APPROVED BY:

 2/6/03
PRESIDENT DATE
BOARD OF PUBLIC SERVICE

This MOA was authorized and approved by the City's Board of Public Service at its 2/4, 2003 meeting.


SECRETARY DATE

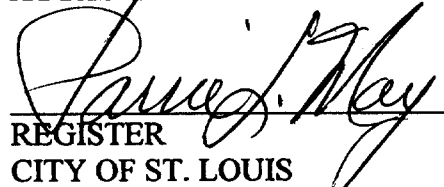
APPROVED AS TO FORM BY:

 2/4/03
CITY COUNSELOR DATE

COUNTERSIGNED BY:

 FEB 6 2003
COMPTROLLER DATE
CITY OF ST. LOUIS

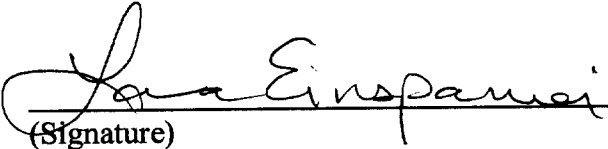
ATTESTED TO BY:

 02-06-03
REGISTER DATE
CITY OF ST. LOUIS

COMPTROLLER'S OFFICE
DOCUMENT # 44476

**TWA AIRLINES LLC, A WHOLLY OWNED SUBSIDIARY OF AMERICAN
AIRLINES, INC.:**

APPROVED BY:


(Signature)

DATE: January 30, 2002

NAME: Laura A. Einspanier

TITLE: Vice President, Corporate Real Estate

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Exhibit A
Lambert-St. Louis International Airport
American Airlines Terminal Master Plan - Financial Plan

Project Title	Costs	Funding Source		MII Approval Required
		GARBs	PFCs	
Expand C16/18/25/30 Holdroom	\$159,600	\$159,600	\$0	no
Relocate AA Security	10,000	10,000	0	no
Holdroom Upgrades	1,333,500	1,333,500	0	no
Holdroom Millwork	681,000	681,000	0	no
Loading Bridges/Upgrades	6,010,000	6,010,000	0	no
North ATO	390,610	390,610	0	no
Convert Commissary	1,518,067	1,518,067	0	no
Renovate Concourse D Ops Space	131,497	131,497	0	no
Preconditioned Air	3,650,000	3,650,000	0	/1
CCTV	500,000	500,000	0	no
RIDS	1,000,000	1,000,000	0	no
Remove Air Ducts	1,980,000	0	1,980,000	no
C/D Connector	3,503,000	0	3,503,000	no
FIS Elevators	750,000	0	750,000	no
Misc. Concourse Improvements	1,000,000	1,000,000	0	no
TOTALS	\$22,617,274	\$16,384,274	\$6,233,000	—

/1 Approximately \$650,000 requires MII approval.

EXHIBIT A-1
PROJECT WORK SCOPES

EXPAND HOLDROOM

Expand holdrooms at C16, C18, C25, C28 and C30 for increased passenger seating and service aprons. Total expansion to be approximately 3,000 sq. ft. Work to include but not limited to demolition of existing walls, construction of new walls and finishes, installation of lighting in new areas, construction of feature walls and related work.

RELOCATE AA SECURITY

AA Security will relocate from the SGOC to the former AA BSO.

HOLDROOM UPGRADES

Provide new AA image carpet, signage, lighting, finishes as required on Concourses B, C and D.

HOLDROOM MILLWORK

Renovate gate podiums and service centers on Concourses B, C and D and Bag Service Office in the new AA image.

LOADING BRIDGES/UPGRADES

Provide new loading bridges (10 on Concourse D and 4 on Concourse B). Project will provide removal and disposal of bridges on Concourse D, new foundations as required, connecting walkways, modifications to the building as required, and new and modified electrical connections, panels, motors, disconnects and other connections and conductors to the nearest electrical room with power available.

NORTH ATO

Provide and install with all required modifications to the floor and power, new ticket counters in the new American image of approximately 133 feet in length with 30 agent positions and 16 bag walls.

CONVERT COMMISSARY

Reorganization of apron space and relocation of concourse level space to the apron formally occupied by the TWA commissary to house AA operation groups. Flight offices and lounges currently below gate C10 will relocate to this area, as

well as an expanded kit bag storage area. Flight service lounge space (approximately 2,300 sf) currently located in the old AA Admirals Club near the Concourse B checkpoint will relocate here, as will Medical from the Mezzanine.

The area will have restrooms and will have access from the concourse via new stairs and a remodeled, existing elevator. The flight offices relocated from below C10 will be backfilled by Concourse C6, C15 and operations space from the main terminal, as well as ramp service lockers from B12.

EDS and 2 aircraft maintenance offices are currently in the commissary, and they will be relocated to concourse and ramp level respectively. The mezzanine will be backfilled after medical and credit union relocate by Passenger Service from C8, C24, and B4.

RENOVATE CONCOURSE D OPERATIONS SPACE

Renovate existing operations space on Concourse D for use by American Connection airline partners.

PC – AIR

American Airlines will provide and install 35 pre-conditioned air units on the loading bridges (26 on Concourse C and 9 on Concourse D), requiring 150 AMP service at the bridge. Installation will include structural connections to the loading bridge and wiring to a disconnect switch at the proximity of the connection of bridge to building.

\$650,000 set aside for airport distribution of power with new 200 AMP power panels and disconnect switches at each bridge to be provided as part of the Airport Power Project.

CCTV

Provide all wiring, cameras, supports, roof penetrations, monitors and power with all related operational and installation items required to provide a CCTV system of viewing the operational ramp areas on Concourses C and D.

RIDS

Furnish and install Ramp Information Display Signs at all Concourse C and D gates. The signs are tied to central AA operations locations for informational feed.

CONCOURSE D MISCELLANEOUS IMPROVEMENTS

Replace ceiling and wall treatments with colors sympathetic to AA image and improve lighting in concourse areas.

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Exhibit B
Lambert-St. Louis International Airport
GARB Funded Projects

Project Title	Costs	Funded by GARBs	Method of Payment to City	Responsible Party for Contract ¹
Expand C16/18/25/30 Holdroom	\$159,600	\$159,600	AA surcharge	AA
Relocate AA Security	10,000	10,000	AA surcharge	AA
Holdroom Upgrades	1,333,500	1,333,500	AA surcharge	AA
Holdroom Millwork	681,000	681,000	AA surcharge	AA
Loading Bridges/Upgrades	6,010,000	6,010,000	AA surcharge	AA
North ATO	390,610	390,610	AA surcharge	AA
Convert Commissary	1,518,067	1,518,067	City - Funded	AA
Renovate Concourse D Ops Space	131,497	131,497	AA surcharge	AA
Preconditioned Air (A)	3,000,000	3,000,000	AA surcharge	AA
Preconditioned Air (B)	650,000	650,000	Rental rate-based	City
CCTV	500,000	500,000	AA surcharge	AA
RIDS	1,000,000	1,000,000	AA surcharge	City
Misc. Concourse Improvements	1,000,000	1,000,000	Rental rate-based	City
TOTALS	\$16,384,274	\$16,384,274	--	--

¹ AA = American Airlines; City = City of St. Louis

Exhibit C
Lambert-St. Louis International Airport
PFC Funded Projects

Project Title	Costs	Funding Source	Responsible Party for Contract ¹
Remove Air Ducts	1,980,000	PFCs	Airport
C/D Connector	3,503,000	PFCs	Airport
FIS Elevators	750,000	PFCs	Airport
TOTALS	\$6,233,000	--	--

¹ Airport = City of St. Louis

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EXHIBIT D

CONSTRUCTION ADMINISTRATION

The following is a list of General Provisions that must be provided on every project. Specific provisions may be added on a project-by-project basis:

Each of the following items must be completed and Airport Planning and Engineering must be notified and copied on each.

1. American Airlines (AA) will timely submit a completed Tenant Construction Application (TCA) and associated Construction Document (Plans and Specifications) for the City's review and approval.
2. AA and its contractors shall obtain all necessary permits/approvals prior to the start of work.
3. A Notice-To-Proceed will be issued to AA's contractors only after TCA has been approved by the City.
4. AA shall provide the Airport with a list showing the general contractor, each subcontractor, their work type (i.e. electrical, mechanical, etc.) and their contract amount.
5. AA will issue Notification Letters to anyone who will be involved in this work.
6. AA will provide Contract Documents to Contractor including all Provisions and Conditions of the TCA.
7. AA or its contractor will schedule a Preconstruction Conference. Airport Properties, Airport Operations and Planning/Engineering must be invited.
8. The contractor and its subcontractors must communicate to the Airport through the AA Representative.
9. AA shall have a "Project Manager" assigned to each construction project and that person shall oversee the work on the projects. The project manager will provide the Airport Planning and Engineering Staff Project Supervisor with a 24-hour phone number where he can be reached. The Project Manager will provide free access to all areas of the project to the Airport Project Supervisor or other designated Airport Officials at any time the Airport deems necessary to perform a project inspection of work or materials.

10. AA shall prepare and submit a project schedule noting start date, milestones, time and completion date.
11. AA shall submit shop drawings.
 - a. Only reviewed shop drawings shall be used for construction.
 - b. AA's contractor to submit a schedule for shop drawing submittal.
 - c. Copies of all shop drawings shall be provided to Planning and Engineering.

AA's contractor's failure to submit shop drawings, samples and/or product literature in a timely manner is not a justification for an extension of contract time.
12. AA and its contractor and subcontractors must identify the supplier of all materials.
13. Only contractors and subcontractors approved by the City shall perform work on the projects under this MOA.
14. AA's Contractor and its subcontractors performing work on the projects must submit certified weekly payrolls in a form acceptable to the City.
15. AA and its contractors and all subcontractors are responsible for notifying all utilities before performing any excavation work.
16. Performance and Payment Bonds and Insurance documentation must be timely and promptly submitted by AA's contractors to the City for its review and approval (see TCA).
17. Contractor shall maintain an accurate set of Field Record Drawings reflecting all changes made during the construction of the projects.
18. Progress Payments will be issued on a monthly basis.
 - a. Lien Waivers in a form acceptable by the City shall be submitted by the contractor, subcontractors and material suppliers. A schedule showing the contractor, subcontractors contract amount and lien waiver submittals must be submitted with each payment application.
19. AA shall maintain a materials testing file and copies must be submitted to the Airport with the As-Built Drawings.
20. AA will comply with all provisions of the City's codes, ordinances, regulations and state and federal laws governing the regulations of Equal Employment opportunity. Company must comply with all City MBE\WBE regulations, executive orders, rules, and policies including, without limitation the reporting requirements of the City. There is a 25% MBE goal and a 5% WBE goal established in regard to the projects or work to be performed under this MOA.

21. AA shall deliver upon request to the City all project related correspondence and documents. Such correspondence and documents shall be maintained and delivered in a neat and chronological manner.
22. Change Orders/Contingency Work Authorizations must be approved by the Airport.
 - a. All extras must be approved prior to the completion of the work.
23. Progress Meetings shall be held weekly with AA and its contractor. Airport Properties and Planning and Planning/Engineering must be invited. Meeting Minutes must be produced by AA and distributed to all parties. At this time a weekly project walk through will be performed with those attending the project progress meeting if deemed necessary by the Airport.
24. All Requests For Information and dates shall be documented along with the associated responses and dates.
25. AA shall provide the Airport with weekly/monthly status reports noting contract time used, percent of project completed, work completed during that period and work completed during that period and work anticipated to be completed during the following period.
26. AA shall provide the Airport with a minimum of 24 working hours' notification for any utility interruption needed.

AA must assure that the Airport has access to the project when requested for the purpose of inspection, etc.

The following items shall be maintained during the project and shall be promptly and timely turned over to the Airport Planning and Engineering at the time of a project's completion.

1. Daily Project Diary
 - a. List date, day, weather, contract time, project personnel, equipment, work performed, notes, etc.
2. Provide a bound Approved Shop Drawing File.
3. As-Built Drawings (Certified by the Tenant/Airline representative with a Professional Engineering/Architecture Seal from the State of Missouri).
4. Provide a bound Materials Testing file.
5. Provide a bound Request For Information /Response file.

6. A certification from AA stating that all work/punch list work is completed and satisfactory. (A final walk through with the contractor, AA and the Airport will be required.)
7. Provide copies of all warranties/guarantees with the City co-named.
8. Provide all operations and maintenance manuals.
9. Certify that all testing has been completed (AA's contractor, AA, and Airport must witness all final testing/demonstrations).
10. Provide any extra attic stock that is required by the contract.
11. Assure that contractors have had final inspections and approvals by the proper inspectors (plumbing, electrical, etc.). Provide copies of all Final Occupancy Permits.

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EXHIBIT E

SPACE MODIFICATIONS

(Dates are in fiscal year from July 1-June30)

1. Vacate old American Airlines Club, mid level of Main Terminal.
2315 square feet.
Early 2004.
Function relocated to Flight/Flight Services at C-18 ramp level.
2. Vacate Passenger Services Offices, Concourse level at B-4.
1325 square feet.
Relocate Passenger Services to mezzanine 720 square feet.
Relocate VIP to Passenger Service Office at C-5
Early 2004.
3. Vacate Operations Office (Trip Planning)
683 Square Feet.
Relocated to Ramp Level at C-10,
Early 2004.
4. Vacate Passenger Service Support at C-6.
1759 square feet.
Relocate to ramp level at C-10, same square footage.
Early 2004.
5. Vacate Passenger Services Office at C-8.
530 square feet.
Relocate to Mezzanine, same square footage.
Early 2004.
6. City to fund and construct open stairwell to C10 ramp level.
7. Remove space from HMSHost Lamplighter Bar and convert to holdroom. *
800 square feet
Host will have to reconfigure facility at its cost, picking up space to the West.
Vacate Operations offices C-12.
Relocate IT offices to B-12 ramp.
360 square feet.
Required for Lamplighter expansion and give-up of concessions.
Mid 2004.
8. New exterior stair to Flight, Flight Service, and Medical.
Renovation on concourse level to add stair.
Mid 2004. Necessary for occupancy of Flight Service/Passenger Service at C-18.
Special Conditions, exterior stair, foundations, ramp excavation.

*Holdroom finishes and demising wall at AA cost.

9. Relocate Passenger Services and VIP and convert to holdroom.
Relocate VIP 150 square feet to passenger service office at gate C-5
Relocate ITS to ramp level at B12, same square footage.
Early 2004. Requires completion of C-10 offices for Passenger Services from C-5.
10. Convert Portion of old FIS screening area to concession at concessionaire's cost.
Convert remainder to C28 Holdroom.
Vacate 340 square feet.
11. Remove portion of FIS sterile corridor and reconfigure as holdroom.
1000 square feet
Early 2004.
12. Relocate vending, phones, visual paging, and Grove and reconfigure as C-25 holdroom. *
Vending into old locker alcove.
Visual paging to end of new holdroom wall.
Relocate Grove across concourse to Passenger Service office at concessionaire's cost.
Early 2004. Add 340 square feet.
Special condition, connection to fiber optic cable for visual paging.
13. Vacate Passenger Service offices C24-C28.
Relocate Passenger Service offices to Mezzanine.
1700 square feet.
Early 2004. Requires completion of Mezzanine office space.
14. Convert holdroom at C-17 to Concessions at concessionaire's cost.
Master Plan called for 830 square feet converted to concessions.
January 2003.
15. Vacate Passenger Service offices C15.
Relocate Passenger Service offices to Mezzanine.
670 square feet.
Early 2004. Required for C-8 concession buildout.
Requires completion of mezzanine office space.
16. Convert Passenger Service office C-5 to VIP office.
Early 2004. Required completion of Passenger Service at C-10 office space.
17. Relocate Wheelchair Dispatch from C-1 to Mini-Mall.
450 square feet to 270 square feet.
Move completed.

*Holdroom finishes and demising wall at AA cost.

18. Mini Mall developed by City at its cost into:
UNAC (1,725 s.f.), D12 CSM Office (800 s.f.), Kit bag Storage (1,600 s.f.), Oxygen Storage (100 s.f.), UNAC will include wheelchair dispatch function. UNAC to include restrooms.
19. Vacate Wheelchair Dispatch (270 s.f.).
Mid 2004
20. City to develop Passenger Services D-12 into concessions space at its cost at columns 126-128.
Offices between Columns 124-126 to be relocated by City at its cost to new UNAC complex at existing mini mall.
Offices between columns 126-128 to be replaced between columns 124-126.
21. Remodel AA BSO for AA Security.
22. Relocate EDS, IT, AA Communications to B12 ramp level.
1700 square feet.
Late 2003.
23. Relocate B12 lockers to C10 Aircraft Maintenance Ready Room.
1,700 s.f.
24. Renovate Commissary for Flight Services, Flight, and Medical.
7,800 s.f.
Special conditions 600 square feet of restrooms.
25. Expand Ramp Service ready room.
500 s.f.
26. Remodel office and restroom C32 ramp level.
27. Renovate 1,800 s.f. for operation at D-30 ramp level.
28. Renovate Mezzanine for Passenger Services.
750 Square feet from B-4.
670 square feet from C-15.
1700 square feet from C-24.
Passenger Service from Stair Tower (400 square feet).
Portion of C6 (600 s.f.) and C8 (530 s.f.) Passenger Service.
Early 2004
Special conditions: remodel restrooms.

NOTE: All square footages are approximate.