

**TERMINAL LEASEHOLD #6222110055
AT KANSAS CITY INTERNATIONAL AIRPORT**

THIS CONCESSIONS/LEASE AGREEMENT is made and entered into this first day of January 2023, between KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri, (“City”), and Ready Credit Corporation (“Concessionaire”).

WHEREAS, City operates and maintains an international airport known as the Kansas City International Airport, located in Platte County in the State of Missouri (“Airport”); and

WHEREAS, Concessionaire provides pre-paid credit/cash-to-card services; and

WHEREAS, Concessionaire desires to lease certain property and facilities at the Airport.

The parties agree as follows:

This Concessions/Lease consists of three parts: Part I, Part II City Standard Lease Conditions and Part III Federal Supplemental Terms and Conditions to All Airport Agreements. These parts and any attachments or exhibits are attached hereto and incorporated herein.

PART I

**ARTICLE I
PREMISES & TERM**

Sec 1.1. Leased Premises. The City hereby leases to Concessionaire, and Concessionaire leases from the City, the real property, a portion of passenger service kiosks, improvements and fixtures appurtenant thereto, more fully described in **Exhibit “A” – Leased Premises**, attached hereto and incorporated herein (hereinafter “Premises”). Concessionaire has inspected the Premises and accepts them in “as is” condition.

Sec. 1.2. Term of Lease. This Lease will begin on March 1, 2023 (“Commencement Date”), ending on February 29, 2028.

- A. **Renewals:** After February 29, 2028, the City has the option to renew this Lease on an annual basis.
- B. **Termination:** Either the Concessionaire or City may terminate this Lease at any time with a thirty (30) day written notice.

Sec. 1.3. Use of Premises. Concessionaire shall use the Premises solely for the purpose of providing pre-paid credit/cash-to-card services at the Airport, as provided for in accordance with this Lease. The kiosk machines (hereinafter “Unit”) shall be accessible 24 hours per day, 365 days per year, including holidays (except during maintenance). Any unauthorized use of the Premises shall constitute acceptable grounds for immediate termination. City may request relocation of any Unit, or to request Concessionaire to operate Units at additional locations during the Term. Concessionaire shall provide and install, at its sole expense, the Unit and all fixtures, equipment, and signs necessary to operate and support the Services, except electrical service and existing electrical utility outlets. City shall provide within the Premises electrical service at no cost to the Concessionaire utilizing existing electrical utility outlets.

ARTICLE II
RENT

Sec. 2.1. Rents, Fees and Charges.

- A. Rental Payments. Concessionaire shall pay to City an amount equal to ten percent (10%) of Card Issuance Fee (as defined herein) (the "License Fee") on cards issued above the monthly minimum required threshold of eight (8) cards issued per day in which a fee was collected during the License Period. For the avoidance of doubt, Concessionaire shall only be charged the License Fee and shall not be charged rent during the License Period.

Concessionaire has set an initial card issuance fee (the "Card Issuance Fee") of six dollars (\$6.00) per card to be charged to customers for the Services. Notwithstanding the foregoing, Concessionaire shall have the right to lower the Card Issuance Fee to a minimum of three dollars (\$3.00) and raise it to a maximum of eight dollars (\$8.00) for each prepaid debit card issued by a Unit pursuant to this Agreement. Concessionaire will provide City sixty (60) days' notice in advance of any change to the Card Issuance Fee. Concessionaire agrees that the Card Issuance Fee charged to users of the Services will not be more than any Card Issuance Fee charged by the Concessionaire for each prepaid debit card issued from Unit placed by the Concessionaire within other Domestic US City locations.

Each Unit is subject to a minimum card issuance requirement of eight (8) cards per day ~~per Unit~~. For each Unit if the number of card issuances is less than the required minimum, the City agrees to pay the card issuance fee, and such payments are referred to as a ("Subsidy") for each card in deficit. The Subsidy will be calculated and invoiced monthly beginning with the first full month following the operations date (operations date is the date the Unit is installed and available for use by City at each location), as follows:

1. Multiply the Number of Days in the Reporting Month by 8 to determine the Unit's Minimum Card Issuance requirement for the reporting month [A];
 2. Compare the Unit's Actual Card Issuance for the Reporting Month [B] to the Minimum Requirement [A]:
 - a. If the actual [B] is greater than the minimum [A], there would be no Subsidy.
 - b. If the actual [B] is less than the minimum [A], the City would be invoiced the card issuance fee for each card in deficit.
 - c. For example, in the Invoice Period of April, a Unit is available for use for 30 days: 30 days x 8 card issuances/day = a Minimum Card Issuance requirement of 240 cards. If Actual Card Issuance is 230, then City would be invoiced the \$6.00 issuance fee x 10 cards in deficit, or \$60.00.
- B. Monthly Activity Reports. A report showing the number of transactions per kiosk location, of the previous month shall be sent via email (or U.S. mail) to the following Aviation Department Division: Properties & Commercial Development (jill.ronk@kcmo.org) and to Accounts Receivable (melissa.boney@kcmo.org and KCl.accountsreceivable@kcmo.org). Starting with the first month's transactions, Concessionaire will send these monthly reports along with the monthly payments by the 20th of the following month (and forth going) without notice or demand by the City.

Concessionaire is responsible for direct reporting to City, in a form acceptable to City. Reports need to be signed and certified by an authorized signatory that these reports are true and accurate within the terms of this Lease.

- C. Net Lease. Except as otherwise provided herein, it is the purpose and intent of the City and Concessionaire that this is a net lease and that from and after the Commencement Date, the rent shall be absolutely net to City, and that all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises and/or the operation of Concessionaire's business in connection therewith, which may arise or become due during the term hereof, shall be paid by Concessionaire and that City shall be protected, defended, indemnified and held harmless by Concessionaire from and against the payment of same or any obligation to pay the same.
- D. Method of Payment. Starting with the first month's transactions, Concessionaire will make either MMR or MPR payments by the 20th of the following month (and forth going) without notice or demand by City and without abatement, deduction or set-off, except as herein specifically provided. **The payments will be made in legal tender of the United States and mailed to the Aviation Department, P.O. Box 844124, Kansas City, Missouri 64184-4124, payable to the "City Treasurer" or electronically by utilizing the City's approved Authomated Clearing House (ACH) process.** A service charge of one and one-half percent (1½%) per month shall automatically accrue to all payments made after the due date.
- E. Partial Year. If the Commencement Date should occur on any date other than the first day of a calendar month, Concessionaire shall pay City on the Commencement Date the proportionate amount of rent accrued for the balance of such current calendar month.
- F. Additional Rent. In addition to the Rent, Concessionaire agrees to pay as additional rent any sums which may become due by reason of failure of Concessionaire to comply with any covenants of this Lease and all damages, costs and expenses which City may incur because of any default of Concessionaire or failure to perform and any damages caused to the Premises by any act or negligence of Concessionaire, its officers, employees, agents and invitees.
- G. Fees and Charges. In the event the Premises, together with all other land located within the Airport, is subjected to a Declaration of Covenants and Restrictions, which includes, among other things, a provision for assessment of charges for maintenance of common properties and/or for provision of common charges to all land within the Airport, Concessionaire shall pay, in addition to any rent, its proportionate share of such charges.

ARTICLE III
REPAIRS AND MAINTENANCE OF PREMISES

Sec. 3.1. Repairs. Concessionaire, at its sole cost and expense, shall take good care of the Premises and all improvements thereto and additions thereon or thereto, and shall keep the same in good order and condition, except for reasonable wear and tear after the necessary repair, replacement, restoration or renewal by Concessionaire pursuant to its obligations hereunder, and shall make all necessary repairs thereto, which will assume such obligations. All repairs, restorations and renewals made by Concessionaire shall be at least equal in quality and class to the original work with respect hereto.

Sec. 3.2. Maintenance. The City shall furnish structural maintenance of City-constructed facilities, including the roof of the Terminal Building, and provide the maintenance and operation of City-installed mechanical and electrical systems. The City shall provide exterior window and building cleaning and interior window cleaning, except in Concessionaire's Premises, which shall be washed by

Concessionaire, if applicable. The City shall provide custodial maintenance only in the public areas of the Terminal Building.

- A. At its sole cost and expense, the Concessionaire shall maintain and repair the Premises, its fixed improvements and its operating equipment at all times in accordance with all applicable present and future federal, state, local, or other statutes, charters, laws, rules, orders, regulations and ordinances, including those of the City.
- B. All maintenance, repairs, renewals and replacements shall be at the Concessionaire's sole expense and shall be subject to periodic monitoring by the City to insure a continuing high quality of appearance and a facility structural condition commensurate with maintenance and safety standards required for public facilities.
- C. Concessionaire shall comply with all rules and regulations promulgated by the federal, state and local entities including, but not limited to, the handling and disposal of refuse.

Sec. 3.3. Utility Services. Utility services, **excluding telephone and/or data services**, required by Concessionaire during the Lease term shall be provided by the City at the City's sole cost and expense. Concessionaire may install and construct necessary utility lines or mains across reasonable routes as the City may designate; however, these must be approved by the Director of Aviation through a Tenant Modification Agreement (see Sec. 5.3). Any change in, deletion of, or addition to such lines and mains shall be at the sole cost and expense of Concessionaire.

Sec. 3.4. Heating Ventilation Air Conditioning System. The City, at its sole cost and expense, shall maintain and repair the Heating Ventilation Air Conditioning ("HVAC") system required by the Premises during the Lease term.

ARTICLE IV

DAMAGE, DESTRUCTION, RESTORATION OF PREMISES

Sec. 4.1. Damage or Destruction and Restoration. In case of any material damage to or destruction of the Premises or any part thereof, Concessionaire will give prompt notice to the City and, excepts as otherwise herein provided in Section 4.2, Concessionaire shall have the option to:

- A. Promptly commence and complete with due diligence and in accordance with plans approved by Concessionaire and the City, the restoration of the Premises as nearly reasonably practicable to the value and condition thereof immediately prior to such damage or destruction (with alterations, at Concessionaire's election, and with the prior consent and approval of the City), or
- B. If Concessionaire and the City mutually agree, Concessionaire may use the insurance proceeds to construct other airline-related facilities providing equal security protection for any bondholders to those facilities not restored. In the event of such damage or destruction, the proceeds from all property insurance policy or policies shall be devoted exclusively to the restoration of the Premises except as provided elsewhere in this Lease.

Sec. 4.2. Concessionaire's Election Not to Restore Damaged Property. In the event of damage to or destruction or loss of such improvements by an insured risk, which damage, destruction or loss is not capable of being repaired within 90 days, Concessionaire shall have the election, indicated by written notice given to City within 90 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements, such election to be effective as of the date of such damage, destruction or

loss and, upon such election, Concessionaire shall be relieved of all further liability and obligations hereunder. In the event Concessionaire does not exercise the foregoing election, or in the event said damage, destruction or loss is capable of being repaired within 90 days, Concessionaire shall promptly repair, replace, restore or rebuild said improvements to the extent of the insurance proceeds received by it, as nearly as possible to the condition said improvements were in immediately prior to such damage, destruction or loss, or with such changes or alterations as may be approved by City. If such damage, destruction or loss occurs within the last six months of the term of this Lease, then Concessionaire shall have the option either to effect such repair, replacement, restoration or rebuilding or, in lieu thereof, to pay to City the proceeds received by reason of such damage, destruction or loss from the insurance required herein.

ARTICLE V
MISCELLANEOUS PROVISIONS

Sec. 5.1. Notices. Except as herein otherwise expressly provided, all notices required by this Concessions Lease shall be in writing sent regular U.S. mail, postage prepaid, or commercial overnight courier to the following:

City: Kansas City International Airport
Properties & Commercial Development
Attn: Jill Ronk, Sr. Properties Specialist
601 Brasilia Avenue
Kansas City, Missouri 64153
Phone: 816-243-3026

Concessionaire: Ready Credit Corporation
Attn: _____
7100 Shady Oak Road
Eden Prairie, MN 55344
Phone: 612-466-7360

All notices are effective on the date of mailing in the U.S. mail or deposit with an overnight courier.

Sec. 5.2. Relocation. The City reserves the right to relocate the Concessionaire, at the Concessionaire's sole expense, during the term of this Lease to alternative premises upon 30 days written notice to the Concessionaire. The City further reserves the right to expand or reduce the assigned premises upon the same advanced written notice thereof. If Concessionaire relocates during the term of this Lease, Concessionaire shall pay the monthly rents, as provided for in Part 1, Section 2.1.A of this Lease.

Sec. 5.3. Improvements. Concessionaire shall be responsible, at the Concessionaire's sole expense, for any and all improvements made to the Premises during the term of this Lease. No improvements, structures, facilities, alterations or additions, including signage and lighting, to the Premises will be made by Concessionaire without prior written approval of the Director. This approval shall be in the form of a separate Tenant Modification Agreement through the Aviation Department's Engineering Division signed by City and Concessionaire. The Tenant Modification Agreement may have requirements for, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.

Sec. 5.4. ReadySTATION. From time to time, Concessionaire, its designated third-party cash provider or a designated armored courier service, will require access to the ReadySTATION to remove cash from the

ReadySTATION ("ReadySTATION Cash"). City and Concessionaire agree that all ReadySTATION Cash is the sole and exclusive property of Concessionaire or Concessionaire's designated third party ReadySTATION Cash owner. City agrees it has no existing right, title or interest to ReadySTATION Cash and waives the right to make any claim of any right, title or interest, during the term of this Agreement or thereafter, to any ownership interest in the ReadySTATION, the ReadySTATION Cash. City further agrees the ReadySTATION and the ReadySTATION Cash shall not be subjected to any claims of set off, arbitration or lien by City, its employees or agents. Finally, City agrees that under no circumstances, shall City, its employees or agents, take possession of or have access to any ReadySTATION Cash.

City agrees the ReadySTATION and all related equipment, furnishings and signage are, and shall remain, at all times, the sole personal property of Concessionaire and will be operated solely by Concessionaire. The ReadySTATION model at the Locations may be switched out or modified by Concessionaire upon reasonable written notice to the City.

Sec. 5.4. Priorities. In the event that any of the terms and conditions in Part I, Part II and Part III of this Concession Lease conflicts, the most stringent shall apply

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

CONCESSIONAIRE

By: _____
Brian Hedberg
President and CEO

KANSAS CITY, MISSOURI

By: _____
Pat Klein
Director of Aviation

Approved as to form:

Assistant City Attorney

Part II
AVIATION DEPARTMENT STANDARD LEASE CONDITIONS

I. Definitions.

- A. *"Airport"* means Kansas City International Airport and Downtown Airport, in accordance with the context of this Lease.
- B. *"City"* means City of Kansas City, Missouri.
- C. *"Code"* means Kansas City, Missouri Code of General Ordinances.
- D. *"Contract"* includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, concessions or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
- E. *"Contractor"* means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Contractor's heirs, personal representatives, successors-in-interest and assigns.
- F. *"Director"* means Kansas City, Missouri Director of Aviation.
- G. *"Lease"* includes any and all City of Kansas City, Missouri, Aviation Department contracts, agreements, leases, licenses, permits, or other documents, however denominated that grant or convey a right or privilege on an Airport, and to which this Exhibit is annexed and made a part thereof.
- H. *"Lessee"* means every lessee, licensee, permittee, concessionaire or other person, firm or corporation exercising a right or privilege on an airport pursuant to a contract, and includes Lessee's heirs, personal representatives, successors-in-interest and assigns.
- I. *"Premises"* means the leasehold or site occupied by Lessee pursuant to the lease, license or permit that is the subject of this Lease.

II. Premises Use and Ownership.

- A. Use. The Premises will be used by Lessee only for the purposes set forth in the Lease.
- B. Title. Unless otherwise provided in the Lease, title to the Premises and any improvements, whether existing or installed by Lessee as part of the Lease, shall remain and are at all times in the City.
- C. Lessee's Access to Premises. Lessee is granted the right, for itself, its agents, employees, patrons, suppliers and other persons doing business with Lessee, of ingress and egress to and from the Premises over Airport roadways, including the use of common use roadways, and other common areas as reasonable necessary to use the Premises, subject only to law and to such reasonable rules and regulations governing the use of the Airport as the Director may establish, including the establishment of a fee or charge for the privilege of entry upon the Airport. "Common areas" shall mean those areas which are furnished in and about the Premises for the common and non-exclusive use of Lessee and City and their officers, agents, employees, customers, invitees and licensees.
- D. Signs. No signs or advertising displays exposed to public view will be painted on or erected in any manner on the Premises without the prior written approval of the Director and in accordance with the City's standards with respect to wording, type, size, design, color and location. Upon termination, cancellation or expiration of the Lease, Lessee at its costs will remove, obliterate or paint out, any and all of its signs, advertising and displays as the Director may direct and restore the Premises to its original condition.
- E. Permits/Licenses. Lessee will obtain, maintain and pay for all licenses and permits necessary or required by law for the conduct of its business and operations.
- F. City's Right of Entry. City shall have the right to enter upon the Premises at all reasonable times to inspect the Premises; to observe the performance by Lessee of its obligations under the lease

agreement or for doing any act or thing which City may be obligated or have the right to do under the Lease; to perform maintenance and make repairs in any case where Lessee is obligated, however, but has failed to do so, after City has given Lessee reasonable notice so to do (in which event, Lessee shall reimburse City for the reasonable cost thereof promptly upon demand); or otherwise. No abatement of fees and charges shall be claimed by or allowed to Lessee by reason of the exercise of such right. City shall not be obligated to inform Lessee that an inspection or observation is planned or in progress.

- G. City's Exclusive Rights in Premises. City reserves exclusive rights to the following; provided, however that the City's use or exercise of those rights will not unreasonable interfere with Lessee's use of the Premises:
1. All gas, oil and minerals in and under the soil on the Premises;
 2. All cemeteries, archeological findings and other historical sites on the Premises. City shall make all decisions as to the preservation, use or relocation of those findings or sites.
 3. To grant, without compensation to Lessee, utility rights-of-way to itself and others, over, under, through, across or on the Premises.

III. Repair & Maintenance of Premises. Provisions Applicabl to All Leases.

- A. Lessee will keep the Premises and all improvements thereon in good repair and in a clean and orderly condition and appearance, all papers and debris picked up, and the areas immediately adjacent to the exits and entrances clean and orderly and free of obstructions. Lessee will not do or suffer any material waste or damage, disfigurement or injury to the Premises or any part thereof.
- B. City reserves the right but shall not be obligated to Lessee to maintain and keep in repair all of the common areas of the Airport.
- C. Lessee, at its sole cost and expense, shall take good care of the Premises and all improvements thereto and additions thereon or thereto, including without limitation, all alleyways, walkways, passageways, sidewalks, aprons, curbs and streets, parking facilities adjoining the same and shall keep the same in good order and condition, except for reasonable wear and tear after the necessary repair, replacement, restoration or renewal by Lessee pursuant to its obligations hereunder, and shall make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, which will assume such obligations.
- D. Lessee must abide with guidelines in the section below "Improvements and Modifications."

IV. Assignment, Sublease & Encumbrances.

- A. No Right to Assign, Sublease, and Encumber. Lessee has no right to assign, sublet, mortgage, encumber or otherwise affect this Lease or any interest therein, without the prior written consent of City in its sole and absolute discretion.
- B. City Consent. City shall not be obligated to consent to a sublease or assignment. In the event of any proposed sublease or assignment, Lessee, not less than 30 days prior to the proposed effective date of such action, shall give notice to the City which includes the name, address and telephone number of the proposed assignee or sublessee and a fully executed original set of any and all documents being used to effect the proposed actions in a form acceptable to the City. All documents will clearly set forth that the sublease or assignment and assumption actions are subject to and conditioned upon the City's consenting thereto in writing. Any assignee or sublessee must have assumed all obligations of Lessee under this Lease and shall have specifically agreed to perform and observe the covenants and conditions contained in this Lease on Lessee's part to be performed and observed.
- C. Transfer by Operation of Law. Any assignment or transfer of the lease by operation of law or any issuance, sale or transfer of a sufficient number of shares of stock in Lessee to result in a

change in control of Lessee shall be deemed an assignment of this Lease for purposes of this section; provided, however, that nothing in this section shall be deemed to require such consent solely as a result of issuance, transfer or sale of shares among the existing stockholders of Lessee; transfer of shares by devise or descent upon the death of any existing stockholder; merger of Lessee into any parent or subsidiary corporation of Lessee or sale of all of Lessee's stock to any such parent or subsidiary corporation.

V. Defaults & Remedies.

A. Lessee Defaults. Each of the following will constitute a default by Lessee hereunder:

1. Lessee's failure to pay when due any rent, charges or any other payments of money required to be paid by Lessee hereunder;
2. Lessee's failing to perform or violation of any provision, covenant or condition of this Lease (other than payment of money) within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, Lessee's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
3. Use of the Premises for anything other than the use specified in the Lease;
4. Lessee vacates, abandons or deserts the Premises or fails to occupy the Premises for more than thirty (30) consecutive days;
5. The attempted assignment or assumption of this Lease by anyone without the prior written consent of City;
6. The suspension or revocation of any act, power, license, permit or authority that prevents Lessee from fully complying with all of the rights and obligations hereunder for any period;
7. The filing by the Lessee or its assignee or sublessee of a voluntary petition in bankruptcy or any assignment for benefit of creditors of all or any part of Lessee's assets; or the adjudication of the Lessee or its assignee or sublessee as a bankrupt pursuant to any involuntary bankruptcy proceedings; or the taking, by a court of competent jurisdiction of Lessee's or its assignee's or sublessee's, assets pursuant to proceedings brought under the provisions of any federal reorganization act; or the appointment of a receiver or trustee of the Lessee's or its assignee's or sublessee's assets by a court of competent jurisdiction or a voluntary agreement with Lessee's creditors;
8. The levy of any attachment or execution of any process of a court of competent jurisdiction which does or, as a direct consequence of such process, will interfere with its operations under the Lease, and which is not enjoined, vacated, dismissed or set aside within a period of 30 days.

B. City Defaults. Each of the following will constitute a default by City hereunder:

1. Except as provided in Section V.B.2 hereof, City's failing to perform or violation of any provision, covenant or condition of this Lease within thirty (30) days after written notice or, if the cure or performance thereof reasonably requires more than thirty (30) days to complete, City's failing to begin cure or performance thereof within such thirty-day period and proceed diligently to cure or completion thereafter;
2. The lawful assumption by the United States government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part thereof, in such manner as to materially restrict Lessee from operating thereon for a period of at least thirty (30) days.

C. City's Remedies. Upon default by Lessee of this Lease, City may do any one or more of the following:

1. Terminate the Lease upon three (3) days written notice to Lessee;
2. Re-enter the Premises and every part thereof on the effective date of termination of the Lease without further notice of any kind, remove any and all persons therefrom and regain

- and resume possession either with or without the institution of summary or legal proceedings. Such re-entry, however, shall not in any manner affect, alter or diminish any of the obligations of Lessee under the Lease;
3. Upon termination of the Lease or upon re-entry, regaining or resumption of possession of the Premises, occupy the Premises and have the right in the name of the City to relet and permit any person, firm or corporation to enter the Premises and use the same for such term and on such conditions as City may determine; and
 4. Perform, on behalf and at the expense of Lessee, any obligation of Lessee under this Lease which Lessee has failed to perform and of which City have given Lessee notice, the cost of which performance by City, together with interest thereon from the date of such expenditure, shall be deemed Additional Rent and shall be payable by Lessee to City upon demand. Notwithstanding the provisions of this clause and regardless of whether a default shall have occurred, city may exercise the remedy described in this clause without any notice to Lessee if City, in its good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of Lessee constitutes an emergency; and
 5. Any other remedy that City may have under law or equity.
- D. Lessee Remedies. Upon default by City of this Lease, Lessee may cancel the Lease in its entirety after 30 days prior written notice to the City.

VI. Termination of Lease.

- A. No Notice to Quit Possession. No notice to quit possession at the expiration date of the term of this Lease shall be necessary. Lessee agrees that at the expiration date of the term of this Lease, or at the earlier termination thereof, it shall peaceably surrender possession of the Premises in good condition, reasonable wear and tear and acts of God excepted. City shall have the right to re-enter and take possession of the Premises at that time with or without process of law.
- B. Holding Over. Should Lessee hold over the use of or continue to occupy the Premises or any part thereof after the termination of the letting, the holding over shall be deemed merely a tenancy from month to month upon a monthly rental in an amount equal to the rate existing at the end of the Lease term (subject, however, to reappraisal or CPI-U increases).
- C. Waiver. No acceptance by City of the rent and charges or other payments specified herein, in whole or in part, and for any period or periods, after a default of any of the terms, covenants and conditions to be performed, kept or observed by Lessee, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of City to cancel or terminate this Lease on account of such default. No waiver by City at any time of any default by Lessee shall be or be construed to be a waiver at any time thereafter by City of any other or subsequent default in performance of any terms, conditions, covenants and no notice by City shall be required to restore or revive time as of the essence hereof after waiver by City of default in one or more instances.
- D. Waiver of Redemption and Damages. Lessee hereby waives any and all rights or redemption granted by or under any present or future law or statute arising in the event it evicted or dispossessed for any cause or in the event City obtains or retains possession of the Premises in any lawful manner. Lessee further agrees that in the event the manner or method employed by City in reentering or regaining possession of the Premises gives rise to a cause of action in Lessee for damages or in forcible entry and detainer under the laws of the State of Missouri, then the total amount of damages to which Lessee shall be entitled to in any such action shall be the sum of One Dollar (\$1.00) and Lessee agrees that the provisions of this section may be filed in any such action as its stipulation fixing the amount of damages to which it would be entitled therein.

- E. Termination from Taking. If during the term of this Lease there shall be a taking of the whole or substantially all of the Premises, this Lease shall terminate and expire on the date of such taking and the rent payable hereunder shall be equitable apportioned and paid to the date of such taking. "Substantially all of the Premises" shall be deemed to have been taken if the untaken part of the premises shall be insufficient for the economic and feasible continued operation of the Lessee's business in connection therewith.
- F. Personal Property not Removed. Any personal property of Lessee which shall remain in or on the Premises after the termination of this Lease may, at the option of City, be deemed to have been abandoned by Lessee and either may be retained by City as its property or be disposed of, without accountability, in such manner as City may see fit, or if City shall give written notice to Lessee to such effect, such property shall be immediately removed by Lessee at Lessee's sole cost and expense.

VII. Quiet Enjoyment.

Upon payment by Lessee of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Premises for the term demised without hindrance or interruption by City or any other person or persons lawfully or equitable claiming, by, through or under the City, subject, nevertheless, to the terms and conditions of the lease.

VIII. Environmental Requirements.

- A. Lessee hereby covenants and agrees to comply in all material respects with all-applicable Environmental Laws and Regulations in connection with its use and occupancy of the Premises, or its operations of the facilities. For purposes of this Lease, "Environmental Laws" shall mean and include all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, 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 ("FIFRA"), 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 ("RCRA"), 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. §9601 *et seq.*; the Toxic Substance Control Act ("TSCA"), 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, 42 U.S.C. §1010 *et seq.*; all Missouri State environmental protection, superlien and environmental clean-up statutes, with implementing regulations and guidelines and all local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.
- B. Review of Environmental Documents. Lessee, at request of City, shall make available for inspection and copying upon reasonable notice and at reasonable times, any or all of the documents and materials Lessee has prepared pursuant to any environmental law or submitted to any governmental regulatory agency; provided, that such documents and materials relate to environmental issues or environmental laws and are pertinent to the Airport or the Premises. If any environmental law requires Lessee to file any notice or report of a release or threatened release of Hazardous Materials on under or about the Premises or the Airport, Lessee shall provide a copy of such report or notice to City and, to the extent practicable, shall receive the

approval of City prior to submitting such notice or report to the appropriate governmental agency.

- C. Access for Environmental Inspection. City shall have access to the Premises to inspect the same in order to confirm Lessee is using the Premises in accordance with all of environmental laws. Any tests shall be conducted by qualified independent experts chosen by Lessee and subject to City's approval. Lessee shall provide copies of reports from any testing to City upon receipt.
- D. Environmental Noncompliance. If Lessee fails to comply with any applicable environmental laws, City, in addition to its rights and remedies provided elsewhere within this Agreement, may enter the Premises and take all reasonable and necessary measures, at Lessee's expense, to insure compliance with environmental laws.
- E. Written Authorization Necessary to Store, Use or Dispose of Hazardous Materials. Lessee shall not store, use or dispose of any Hazardous Materials on the Premises unless Lessee first secures the written authorization of City and complies with any conditions City may impose, including the submission to City of all Material Safety Data Sheets for the materials to be stored.
- F. Duty to Notify City. In the event of a release or threatened release of Hazardous Materials or other contaminants into the environment relating to or arising out of Lessee's use or occupancy of the Premises or in the event any claim, demand, action or notice is made against Lessee regarding Lessee's failure or alleged failure to comply with any environmental laws, Lessee shall notify City, in writing, and shall provide City with copies of any written claims, demands, notices, or actions so made.
- G. Environmental Remediation. Lessee shall undertake such steps to remedy and remove any Hazardous Materials and any other environmental contamination that arises out of Lessee's use of the Premises that are necessary to protect the public health and safety and the environment from actual or potential harm and to bring the Contaminated Premises into compliance with all environmental laws. Such work shall be performed at Lessee's sole expense, after Lessee submits to City a written plan for completing such work and receives the prior written approval of City. City shall have the right to review and inspect all such work at any time using consultants and representatives of its choice. Lessee shall pay the cost of such review and inspection. Specific cleanup levels for any environmental remediation work shall be designed to meet all of the applicable environmental laws.
- H. National Emission Standards for Hazardous Air Pollutants. Lessee warrants that all planning, design, fabrication, installation, construction, start-up, testing, maintenance and repair work performed pursuant to this Agreement shall be performed in accordance with any applicable National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 C.F.R. 61.145.
- I. Duty to Correct Hazardous or Potentially Hazardous Conditions. If City reasonably determines that a condition of the Premises or other City property caused as a result of Lessee's use of the Premises is hazardous or potentially hazardous to persons or property, it may direct Lessee, in writing, to correct the condition, and Lessee, at its expense, shall immediately comply with such directive.
- J. Environmental Indemnification. In addition to any indemnification set forth herein, Lessee hereby indemnifies and agrees to defend and hold harmless City, its agents, partners, officers, representatives and employees, from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations or notices of violation ("Claims") arising from or attributable to (i) the presence due to Lessee's handling, generation, manufacturing, processing, treating, storing, using, reusing, refining, recycling, reclaiming, blending or burning for energy recovery, incinerating, accumulating speculatively, transporting, transferring, disposing or abandoning of Hazardous Materials ("Management") at the Airport or the subsurface thereof or the violation of any environmental laws due to Lessee's Management, including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority, or by reason or any

actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment (as environment is defined in CERCLA), due to Lessee's Management at the Airport or violation of any environmental laws), or (ii) any breach by Lessee of any of its warranties, representations or covenants in this Section. Lessee's obligations hereunder shall survive the termination or expiration of this Agreement, and shall not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Airport or any part thereof.

- K. Definitions. For purposes of this Section, the term "Hazardous Materials" shall mean and include the following, including mixtures thereof; any hazardous substance, pollutant, contaminant, waste, by-produce or constituent as defined in any environmental law; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, by-produce material and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. §1910.1200 *et seq.*; any "Hazardous Waste" as defined by the Missouri Hazardous Waste Management Law, Mo.Rev.Stat. §§260.350 to 260.480; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA.

IX. General Indemnification.

- A. For purposes of this Section 1 only, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 2. **Lessee's Agents** means Lessee's officers, employees, sublessees, subcontractors, successors, assigns, invitees, and other agents.
 3. **City** means City, its Agencies, its agents, officials, officers and employees.
- B. Lessee's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Lessee is required to procure and maintain under this Contract. Lessee affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- C. Lessee shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Lessee or Lessee's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Lessee is not obligated under this Section to indemnify City for the sole negligence of City.
- D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

X. Insurance.

- A. Lessee shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Lessee must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage
 - b. Contractual Liability
 - c. The aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement (blanket basis when required by written contract)
 2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering hired, and non-owned automobiles. The Policy shall provide coverage on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Lessee.
 4. If this Contract is for professional services, Lessee shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000
 5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per claim, \$2,000,000 aggregate. Coverage shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering (sublimit of \$100,000 applies) including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
 - b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Lessee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

- i. All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the city ten (10) days written notice of cancellation in the event that the cancellation is for Lessee's nonpayment of premiums and thirty (30) days written notice of cancellation to City for all other reasons of cancellation.
- ii. The Commercial General Insurance Policy specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Lessee shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- iii. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- iv. Regardless of any approval by City, Lessee shall maintain the required insurance coverage in force at all times during the term of this Contract. Lessee's failure to maintain the required insurance coverage will not relieve Lessee of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event Lessee fails to maintain the required insurance coverage in effect, CITY may declare Lessee in default.
- v. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

XI. Improvements and Modifications.

- A. Tenant Modification Agreement. No improvements, structures, facilities, alterations or additions to the Premises will be made by Lessee without prior written approval of the Director. This approval shall be in the form of a separate Tenant Modification Agreement through the Aviation Department's Engineering Division signed by City and Lessee. The Tenant Modification Agreement may have requirements for payment and performance bonds, prevailing wage, Minority/Women's Business Enterprise participation, and Federal Aviation Administration review, among other conditions.
- B. Mechanic's/Materialman's Liens. Lessee will not permit any mechanic's or materialman's or any other lien to be placed upon the Premises or the leasehold, or the equipment or facilities thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman.
- C. Removal of Fixtures. If Lessee is allowed to remove any fixtures or improvements when this Lease terminates, it will do so at its expense and will restore the Premises to its original condition prior to installation of the fixtures or improvements.

XII. City Requirements.

- A. Gratuities and Kickbacks. The provisions of City's Code Section 2-1765, prohibiting gratuities to City employees, and kickbacks by subcontractors, and Code Section 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this Lease. (Code § 2-1765)
 1. Gratuities. Lessee certifies that it has not and will not offer or give any city employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any

proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

2. Kickbacks. Lessee certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to Lessee or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
- B. Conflicts of Interest. The provisions of City Charter Section 472 and City's Code Sections 2-1015 and 2-1764, prohibiting city officers and employees from having a financial or personal interest in any contract with City, and Code Sections 2-1016 and 2-1770, imposing sanctions for violations, shall apply to this Lease. Lessee certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Lease, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Lessee in this Lease.
- C. Prohibition Against Contingent Fees. The provisions of City's Code Section 2-1766, prohibiting the retention of persons to solicit contracts for contingent fees, and Sections 2-1770 and 2-1771, imposing sanctions for violations, shall apply to this Lease. Lessee certifies that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Lessee for the purpose of securing business. For breach or violation of this warranty, City shall have the right to annul this Lease without liability or, at its discretion, to deduct from the Lease price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee. (Code § 2-1766)
- D. If in this Lease the City is committed to the expenditure of \$5,000 or more in return for goods or services, then Lessee shall comply with City Code Chapter 46, Noise Control. (Code § 46-92).
- E. Earnings Tax/Occupational License Clearance. As a condition precedent to approval of this Lease if over \$131,000, Lessee shall furnish the City sufficient proof from City's Commissioner of Revenue, dated not more than 60 days before the date furnished to the City, that it is not delinquent for any City earnings or occupational license taxes, including withholdings from its respective employees.
- F. Records/Audit. The City Auditor, City's Director of Human Relations and the Aviation Department shall have the right to audit this Lease and all Lessee's books, documents and records relating thereto and such books, documents and records will be made available on ten (10) days written notice. Lessee agrees to maintain its books, records and documents relating to this Lease during the Lease term and for three (3) years thereafter.

XIII. Miscellaneous Provisions.

- A. Headings; Construction of Lease. The headings of each section of this Lease are for reference only. Unless the context of this Lease clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.
- B. Merger. This Lease, including any referenced Attachments or Exhibits, constitutes the entire agreement between City and Lessee with respect to this subject matter, and supersedes all prior agreements between City and Lessee with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Lease.
- C. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and

Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

- D. Americans with Disabilities Act. Lessee agrees to comply, during the course of this Agreement, with all provisions of the Americans with Disabilities Act, Public Law 101-336 as well as 28 CFR Parts 35 and 36 and 29 CFR Part 1630, as applicable and as amended from time to time.
- E. Rights & Remedies Cumulative. All rights and remedies granted to City herein and any other rights and remedies which City may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that the City may have exercised any remedy without terminating this Lease shall not impair City's rights thereafter to terminate or to exercise any other remedy herein granted or to which City may be otherwise entitled.
- F. Modification.
 - 1. Unless stated otherwise in this Lease, no provision of this Lease may be waived, modified or amended except by written amendment signed by City and Lessee.
 - 2. No act, conversation or communication with any officer, agent or employee of City, either before or after the execution of this Lease, shall affect or modify any term or terminology of this Lease and any such act, conversation or communication shall not be binding upon City or Lessee.
- G. Severability of Provisions. Except as specifically provided herein, all of the provisions of this Lease shall be severable. In the event that any provision of this Lease is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Lease shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Lease could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.
- H. Binding Effect. This Lease shall be binding upon City and Lessee and their successors in interest.
- I. Representations and Warranties. City and Lessee each certify that it has the power and authority to execute and deliver this and to perform this Lease in accordance with its terms.
- J. Compliance With Laws. Lessee shall comply with all federal, state and local laws, ordinances and regulations applicable to this Lease. Lessee, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Lease.
- K. Force Majeure. Neither party shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, action of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or any other circumstance for which such party is not responsible or which is not in its power to control.
- L. Interpretation. The language of this Lease shall be construed according to its fair meaning, and not strictly for or against either City or Lessee.
- M. No Personal Liability. No councilman, director, officer, employee or other agent of either party shall be personally liable under or in connection with this Lease.
- N. Time of the Essence. Time is of the essence of this Lease.

- O. Affirmative Action. If applicable, Lessee shall establish and maintain for the term of this Lease an Affirmative Action Program in accordance with the provisions of Chapter 3 of the City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. Lessee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 3 of the City's Code, then such failure shall be deemed a total breach of this Lease and this Lease may be terminated, canceled or suspended, in whole or in part, and Lessee may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Lease.

Part III
NON-AIP SUPPLEMENTAL TERMS AND CONDITIONS TO ALL AIRPORT AGREEMENTS

GENERAL CIVIL RIGHTS PROVISIONS.

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

TITLE VI SOLICITATION NOTICE.

The City of Kansas City, Missouri, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities (hereinafter referred to as the "Nondiscrimination Acts and Authorities"); including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 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 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 (ensures nondiscrimination 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 Guidelines for Contract Provisions for Obligated Sponsors and Airport Improvement Program Projects Issued on November 18, 2022 Page 22 take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions

as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
7. **For persons with Limited English Proficiency (LEP),** please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY.

The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, that (1) no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts and Authorities. In the event of breach of any of the above Nondiscrimination covenants, the City of Kansas City will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.

ACCOMMODATIONS.

Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons. Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein. Non-compliance with this provision shall constitute a material breach thereof and in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

RESTRICTED AREAS/SAFETY.

Lessee will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Lessee shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Lessee shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Lessee is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Lessee is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) TSA CFR 49 part 1542. Lessee agrees to be bound by and follow the Airport Security Plan. Any access to the Airport granted to Lessee shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Lessee that Lessee is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA CFR 49 part 1542. In the event Lessee, its officer, employees, invitees or Lessees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Lessee shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Lessee in writing of any claimed violations so as to permit Lessee an opportunity to participate in any investigation or proceedings.

RESERVATIONS.

The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or inference. The City reserves the right, but shall not be obligated to Contractor 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 Contractor in this regard. There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

ADDITIONAL FEDERAL REQUIREMENTS.

This Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements. This Agreement and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency. Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises. The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of contractor.

RIGHT TO AMEND.

In the event that the Federal Aviation Administration, its successors, or other agency of the United States government with regulatory authority over the airport requires modifications or changes to this agreement or its underlying agreements as a condition precedent to the granting of funds for the improvement of the airport, or otherwise, the parties agree to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

DUTIES AND OBLIGATIONS NOT LIMITED.

The duties and obligations imposed by this Lease and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SCOPE OF WORK LIMITED.

This contract is strictly limited to the scope of work outlined herein. The scope of work cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope of work to include services funded through Airport Improvement Funds may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services provided under the terms of this agreement.

DOMESTIC PREFERENCES FOR PROCUREMENTS.

The Contractor certifies that, to the greatest extent practicable, the Contractor has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

FEDERAL FAIR LABOR STANDARDS ACT.

The Contractor acknowledges that, this Contract and all resulting subcontracts incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970.

The Contractor acknowledges that, this Contract and all resulting subcontracts incorporate by reference the requirements of 29 CFR part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

CLEAN AIR AND WATER POLLUTION CONTROL.

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the City immediately upon discovery. The City assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceed \$150,000.

TEXTING WHILE DRIVING.

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant. In support of this initiative, the City encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

**EXHIBIT A
LEASED PREMISES**

The Departures Level Terminal Map is attached with Business Center locations identified below. This Exhibit may be modified to add/subtract or change kiosk locations without further Council approval.

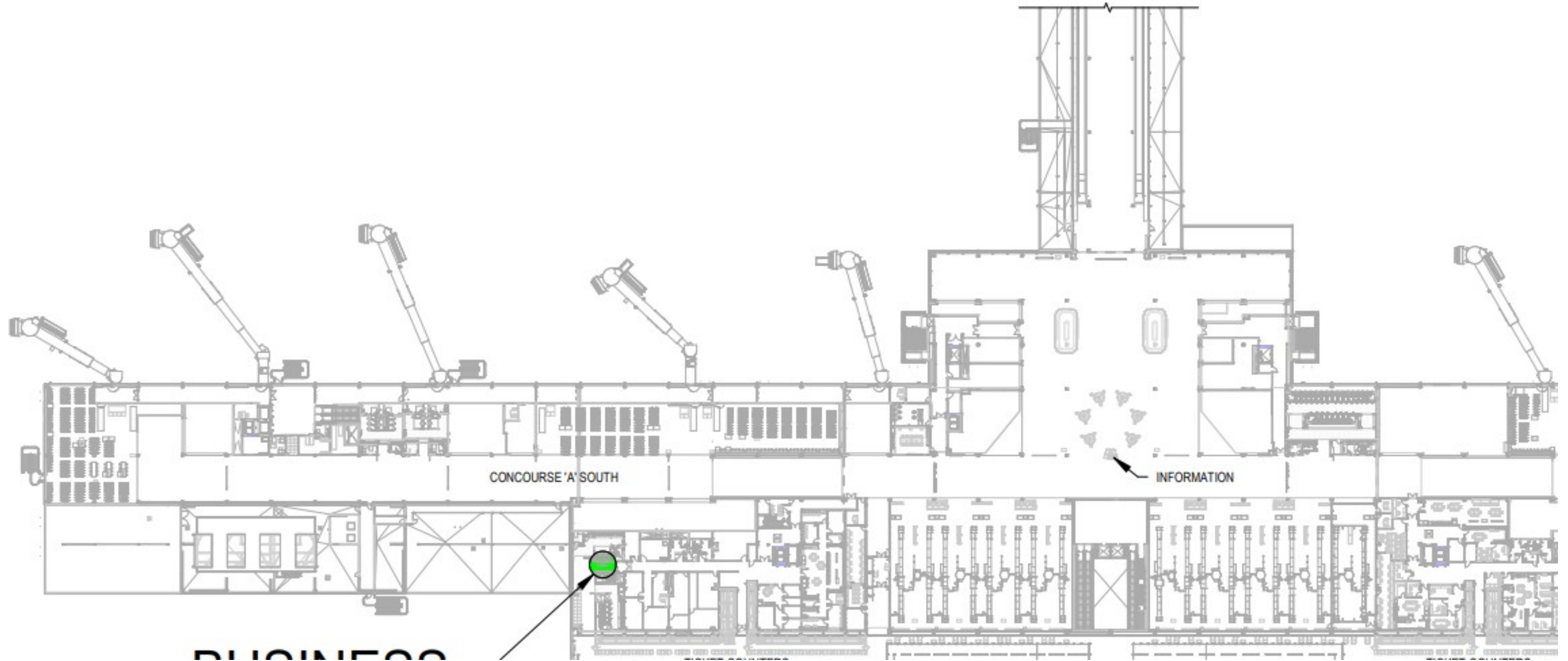


EXHIBIT B
SCOPE OF WORK

(This Exhibit may be modified by the Director of Aviation without further Council approval)

General Requirements: The goals of the passenger service concessions program are to:

1. Provide first-class prepaid card services, equipment and maintenance.
2. Proposers shall demonstrate a minimum of three (3) years of experience in the ownership, management, or operation of prepaid card services at high-volume businesses or facilities.
3. All equipment, construction or modification to business center areas, including the addition of electrical and data lines, shall be approved by the Director of Aviation through a tenant modification agreement. All such equipment and improvements shall be at the Proposer's expense. HVAC is provided and maintained by the Airport at no additional cost to tenant.
4. Utilize spaces efficiently to maximize services in the most professional, attractive and user-friendly methods for customers.
5. Passenger service locations may be shared with other tenants (i.e. stamp machines, ATMs, etc.).

Staff Requirements:

1. Experience. Proposer shall be qualified and licensed to conduct business in the state of Missouri. Non-resident Proposers must confirm, in writing, that such licensing shall be obtained within thirty (30) days following notice of selection.
2. Local Manager. The Proposer shall provide a local manager to oversee and/or repair equipment/machine problems, maintenance, inventory needs, cleaning services, trash disposal and emergencies. Adequate staff shall be available for on-call needs 24-hours a day, 7 days per week, including holidays.
3. Continuous Hours of Operation. The Proposer shall remain continuously and uninterrupted open to the public 24-hours a day, 7 days per week, including holidays. However, the City realizes there will be down times for routine maintenance or service calls when kiosks malfunction.
4. Supervision and Personnel. Proposer's operations shall have a contact person that can easily be reached by City staff for handling complaints and emergencies. All personnel employed by the Proposer shall be neat, clean, and courteous at all times, shall abide by the Airport Rules and Regulations, and shall wear appropriate business attire and/or uniforms.

Pricing:

1. The Transaction Fee proposed and accepted by the City shall remain the same throughout the contract term.
2. Proposer shall maintain a value pricing policy as follows, if applicable: For merchandise, such as stamps or other services offered through the prepaid card kiosks, the selling price shall not exceed the Street Price for each particular item. The "Street Price" for each particular item will be determined on the basis of a survey, to be conducted by Proposer no less frequently than annually, of prices at comparable non-airport retail establishments in the Kansas City metropolitan area.

Safety and Cleanliness:

1. Proposer's Premises shall be maintained in a first class manner with regard to safety and cleanliness. Proposer shall, at its sole expense, keep the assigned areas clean and free from trash and dust.
2. Provide routine maintenance and cleaning.

Equipment:

1. Proposer shall own or lease, operate, maintain and replace equipment/machines/kiosks with the most current and up-to-date models at their own expense. Replace worn out or out-of-date models.
2. Provide or develop equipment that is tamper resistant for Airport safety concerns, as is possible.
3. Provide regular monitoring of kiosks and timely responses for repairs, maintenance and stock missing supplies.
4. Post clearly marked, toll free telephone numbers for customers to report problems or ask for assistance with using the kiosks.
5. Post or program easily understood instructions on equipment. Instructions shall be in English (other foreign languages, if needed).
6. Where applicable, prepaid card and like services should provide transaction fees, surcharges, receipt options and provide United States currency (and applicable foreign currencies). KCI Airport does not have foreign currency exchange services.
7. The City reserves the right to approve or disapprove any equipment installed or proposed to be installed for purposes of maintaining the appearance and decorum of the terminals.
8. All equipment shall meet the Americans with Disabilities Act regulations for approach height and reach; shall accommodate use by the visually impaired, if possible.