

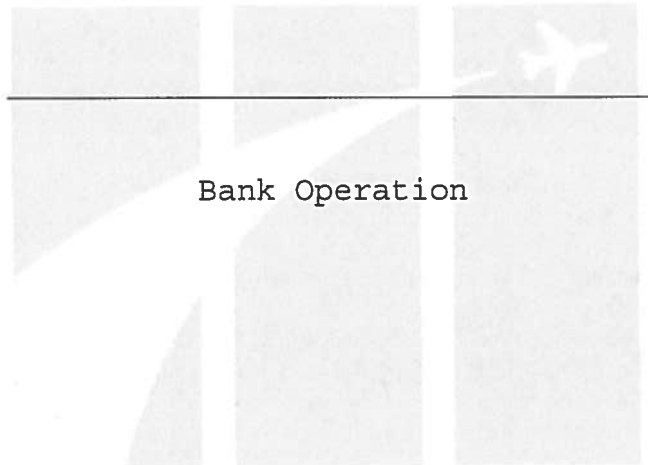
INFORMATIONAL DRAFT AGREEMENT

BANK CONCESSION AGREEMENT

Between

Milwaukee County

And



Bank Operation

MILWAUKEE COUNTY DEPARTMENT OF TRANSPORTATION
AIRPORT DIVISION

General Mitchell International Airport
Milwaukee, Wisconsin

TABLE OF CONTENTS

1. DEFINITIONS 1

2. DESCRIPTION OF PREMISES USED 2

3. TERM OF AGREEMENT 2

4. USES; PRIVILEGES; RESTRICTIONS 3

5. RIGHTS AND PRIVILEGES RESERVED BY COUNTY 5

6. SERVICES TO BE PERFORMED BY COUNTY 5

7. INVESTMENT IN FACILITIES 6

8. OBLIGATIONS OF OPERATOR 10

9. RENTALS, FEES, CHARGES, ACCOUNTING REPORTS AND RECORDS 13

10. NONDISCRIMINATION 18

11. AFFIRMATIVE ACTION 19

12. DISADVANTAGE BUSINESS ENTERPRISES 19

13. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS
REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY 20

14. INDEMNITY 21

15. INSURANCE 21

16. LIENS AND ENCUMBRANCES 23

17. EMINENT DOMAIN 23

18. UNTENANTABLE PREMISES 23

19. LIABILITY OF COUNTY 25

20. ASSIGNMENT 25

21. TERMINATION BY COUNTY 25

22. WAIVERS 28

23. TERMINATION BY OPERATOR 29

24. INTERPRETATION OF AGREEMENT 30

25. INVALID PROVISIONS 31

26. NOTICES 31

27. GOVERNMENTAL FACILITIES 32

28. AIRPORT SECURITY 32

29. GOVERNMENTAL RIGHTS 33
30. PARAGRAPH HEADINGS 33
31. FAMILIARITY AND COMPLIANCE WITH TERMS 33
32. SUCCESSORS AND ASSIGNS 33
33. QUIET ENJOYMENT 33



THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between MILWAUKEE COUNTY, a municipal corporation in the State of Wisconsin (hereinafter called "County"), and _____, a _____ Corporation, with its principal place of business at _____ (hereinafter called "Operator").

W I T N E S S E T H:

THAT, for and in consideration of the rentals, fees and charges to be paid by Operator to County as hereinafter provided and the respective covenants of the parties hereto, it is agreed and understood by and between County and Operator as follows:

1. DEFINITIONS

- A. "Airport" shall mean General Mitchell International Airport owned and operated by Milwaukee County.
- B. "Airport Director" shall mean the Airport Director of General Mitchell International Airport or his designee.
- C. "Concession Mall" shall mean the second floor level of the Terminal Building which includes news and gift stores, specialty stores, and various food and beverage concessions excluding the leased areas on the concourses of the Airport.
- D. "County" shall mean Milwaukee County, a municipal corporation, as governed by the Milwaukee County Board of Supervisors and the Milwaukee County Executive.
- E. Exhibit A as referenced in this Agreement contains drawings of the Leased Premises.
- F. "Leased Premises" shall mean the areas of the Airport leased by County to Operator as described in Paragraph 2 hereof and depicted on Exhibit A.

G. "Terminal Building" shall mean the domestic passenger facilities at the Airport which includes the ticketing areas, baggage claim areas, terminal concession level and passenger loading concourses.

2. DESCRIPTION OF PREMISES USED

A. County hereby assigns and leases to Operator, and Operator hereby takes from County, approximately Five Hundred Seventy-seven (577) square feet of floor space located in the Concession Mall of the second level of the terminal building at General Mitchell International Airport, Milwaukee, Wisconsin, as shown shaded on Exhibit "A" attached hereto and made a part hereof.

B. County, through its Airport Director, may assign additional floor space for the placement of Operator's automated teller machines (ATMs) in the concession Mall and on each of the three Concourses.

3. TERM OF AGREEMENT

Subject to earlier termination as provided hereinafter, this agreement shall be for a term of three (3) years commencing October 1, 2013 and ending September 30, 2016, provided, however, that County and Operator shall have options to renew said agreement for two (2) additional terms of one (1) year each, with mutual consent of both parties, upon the same terms and conditions, except for Rental and Fees. Such option to renew shall be exercised by both parties, one to the other, in writing to County not less than ninety (90) days prior to the expiration of this Agreement or renewal thereof.

4. USES; PRIVILEGES; RESTRICTIONS

Subject to the terms and conditions hereinafter contained, County grants to Operator the following rights and privileges:

- A. The right, but not exclusively, to operate a bank and a night depository at the Airport providing those usual banking services customarily provided at banks throughout Milwaukee County, it being expressly understood and agreed that Operator shall be limited to the operation of said bank operation. The manned facility shall have the right and obligation to provide the usual and customary services of a full service bank, including but not limited to, checking and savings accounts, traveler's checks, cashier's checks, money orders, loans, foreign currency exchange, letters of credit, or drafts and safe deposit boxes. The rights and obligations herein granted shall include the right and obligation to operate at least one night depository.
- B. The nonexclusive right and obligation to operate at least one automatic teller machine in the concession mall and on each concourse. Operator may provide additional automatic teller machine upon prior written approval of the Airport Director, as to location and installation.
- C. Operator shall not encroach on the public concourse on which the Bank Operation fronts, it being expressly understood and agreed that Operator's activities shall be restricted within the area assigned as shown shaded on the attached Exhibit "A", except for additional automatic teller machines that may be placed in other areas of the terminal building.
- D. The right, subject to applicable federal, state, and local laws, ordinances, and codes, and the regulations governing the use of General Mitchell International Airport, for

Operator, its officers, employees, agents, and servants, patrons, and invitees, and its suppliers of service and furnishers of materials, to have ingress to and egress from General Mitchell International Airport and Operator's assigned area. If Operator shall have rented space in the basement for storage purposes, it shall also have ingress to and egress from the basement of the terminal building.

- E. The right to install, operate, and maintain signs on the Leased Premises for the purpose of identifying the Operator. The number, size, location, general type, and design of said signs and the method of installation shall be subject to the written approval of the Airport Director prior to the installation thereof.
- F. Operator agrees that it will not engage in any other business or activity within Operator's assigned area or within the confines of the Airport other than those activities permitted under this Agreement.
- G. If County shall allow an ATM, bank branch or night depository operated by a party other than Operator to be placed in the Airport, then Operator shall have the right at any time thereafter (unless such exclusive violation shall have been cured by removal of the ATM, bank branch or night depository) to terminate this Agreement by delivering at least ninety (90) days written notice to County. This Agreement shall terminate on the date set forth in such written notice from Operator to County.
- H. County and Operator agree that all automatic teller machines operated by Operator throughout the Airport will be tied into the existing Airport security system, at Operator's cost, so that any security breach to an automatic teller machine will alert Airport security. Airport security will then respond

to such emergency in accordance with guidelines to be mutually agreed upon between Operator and County.

5. RIGHTS AND PRIVILEGES RESERVED BY COUNTY

- A. The Airport Director shall have the right, at all times, to notify Operator, in writing, of any objections to: (i) the condition of the Leased Premises; or (ii) the quality of the services rendered, and to require that all objections either be remedied within a reasonable period of time.
- B. During a time of war or national emergency, County shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use; and, if any such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended, including the payment by Operator of a proportional amount of Rental and Fees due to the County for said period.
- C. County, through the Airport Director, shall have the right, at any and all reasonable hours, to enter upon the Leased Premises for the purposes and to the extent necessary to make necessary repairs to protect County's rights and interests, to provide for periodic inspection of the Leased Premises from the standpoint of safety and health, and to check Operator's compliance with the terms of this Agreement.

6. SERVICES TO BE PERFORMED BY COUNTY

- A. Unless otherwise limited by federal or state statutes, executive orders, rules, or regulations, County shall, at its cost, furnish ordinary heat for Operator's Leased

Premises twenty-four (24) hours a day to the minimum temperature required by laws or ordinances applicable to public buildings in the municipality wherein the airport terminal building is located. In addition, County shall provide ordinary air conditioning in the Leased Premises. Installation of equipment to provide extraordinary heat and air conditioning shall be the responsibility of Operator.

- B. County shall, at its cost, furnish electric current to the power panel locations in the Airport, together with proper devices for metering same. Additional electric outlets and electrical requirements will be the responsibility of Operator.

7. INVESTMENT IN FACILITIES

A. Improvements

Operator shall, without cost to County, provide and maintain a first-class operation hereunder, and shall provide all improvements, alterations, repairs, and trade fixtures necessary for the customary operation of such a bank operation, including, but not limited to, counters, interior partitions, special lighting fixtures, wall coverings and finishes, and all other equipment, furniture, and furnishings necessary in the proper conduct of Operator's business. All improvements, furniture, fixtures, and equipment used in the Leased Premises shall be high quality, safe, fire-resistant, attractive in appearance, and shall require written approval of the Airport Director prior to installation. All improvements which are affixed to the Leased Premises are referred to herein as "Fixed Improvements." All nonaffixed items, including computers, adding machines, safes, racks and shelving are referred to herein as "Trade Fixtures."

B. Approval of Plans and Specifications

- (1) Any fixed improvements to be made to or upon the Leased Premises by Operator, as described in Paragraphs 6.A. and 6.B., and any subsequent alterations or additions to fixed improvements, and racks, shelving, and other display fixtures, shall be subject to the prior written approval of the Airport Director. Full and complete plans and specifications for all work, facilities, and improvements, and the time required to complete same, shall be submitted to and receive the written approval of the Airport Director before work or construction is commenced. First-class standards of design and construction will be required in connection with all work, facilities, improvements and trade fixtures. All construction shall conform with general architectural requirements of the Airport as may be issued from time to time by the Airport Director.
- (2) All improvements, equipment, furnishings, and fixtures, including the plans and specifications for same, constructed or installed by Operator, its agents or contractors, shall conform in all respects to all applicable statutes, ordinances, building codes, and rules and regulations. The approval given by the Airport Director shall not constitute a representation or warranty as to such conformity; responsibility therefore shall at all times remain with Operator.
- (3) Two (2) copies of plans for all improvements or subsequent changes therein or alterations thereof shall be given to Airport Director for review prior to commencement of construction; after final approval by

County, County shall return to Operator one (1) approved copy for its records and shall retain one (1) approved copy as an official record thereof.

- (4) Plans and specifications for initial improvements and alterations of the Leased Premises, as contemplated by County's Request for Proposals and Operator's Proposal, including design and layout, shall be submitted by Operator to the Airport Director for approval within ninety (90) days after execution of this Agreement. Airport Director shall review same within thirty (30) days after receipt, and shall advise Operator, in writing, of either its approval or disapproval by with appropriate specificity. In the event of disapproval by the Airport Director in whole or in part, Operator shall have twenty-one (21) days thereafter within which to submit revised plans and specifications for approval. The Airport Director shall likewise review such revisions within fifteen (15) days after receipt of same and advise Operator of either approval or disapproval in the manner described above. Approval of the Airport Director shall include both architectural and aesthetic matters. In the event of disapproval by the Airport Director of any portion of the plans and specification, Operator shall promptly submit necessary modifications and revisions thereof.
- (5) No changes or alterations shall be made in said plans or specifications after approval by the Airport Director and in no event shall structural alterations or improvements be made to or upon the Leased Premises without the prior written approval of the Airport

Director. The Airport Director agrees to act promptly upon requests for approval of changes or alterations in said plans and specifications.

- (6) Upon completion of all work, Operator shall provide the Airport Director two (2) completed sets of as-built drawings. Operator agrees that, upon the request of the Airport Director, Operator will inspect the premises jointly with the Airport Director to verify the as-built drawings.

C. Title

All fixed improvements made to the Leased Premises and all additions and alterations thereto made upon the Leased Premises by Operator shall be and remain the property of County. All trade fixtures, furniture and equipment installed or placed upon the Leased Premises by Operator shall be and remain the property of Operator.

D. Alterations

Operator shall not make any structural alterations to the Leased Premises without the prior written consent of County's Airport Director. If any such alterations are permitted, Operator shall pay all costs in connection therewith, including the restoration of the Leased Premises to the condition which existed prior to the making of such alterations by Operator, provided such restoration is demanded by County.

E. Replacement or Removal

Operator shall not replace or remove, in whole or in part, any elements of the fixed improvements in the Leased Premises without the prior written consent of County's Airport Director, who may, at his/her discretion, condition such consent upon the obligation of Operator to replace the same

by an improvement specified in such consent.

F. Existing Condition of Premises

Operator accepts the Leased Premises in its condition with absolutely no warranties as to condition or suitability for use being given by County. All improvements made to the Premises, unless otherwise specified in Paragraph 7, shall be made and maintained by Operator at Operator's expense.

8. OBLIGATIONS OF OPERATOR

A. Conduct of Concession Operation

Operator shall conduct its concession operations in a first-class manner and in accordance with the highest standards for similar operations at other major air terminals and in the local area. The service shall be prompt, clean, courteous and efficient. Operator shall maintain its Leased Premises at all times in a safe, clean, orderly, and inviting condition, to the reasonable satisfaction of the Airport Director.

B. Custodial Services

Operator shall keep the Leased Premises and said furnishings and fixtures in a safe, clean, orderly, and inviting condition at all times, satisfactory to the Airport Director. If said furnishings and fixtures shall not be so kept, the Airport Director shall have the right to order the immediate repair or reconditioning thereof, including repainting of the Leased Premises, by Operator; and if Operator shall have not completed such repair or reconditioning of said furnishings and fixtures within ten (10) days of such order, the Airport Director shall have the further right to order the removal from the Leased Premises of the objectionable furnishings and fixtures and the replacement thereof by Operator to the

satisfaction of the Airport Director. Operator, at its cost, shall provide for sweeping and mopping the floor in the Leased Premises and dusting its fixtures and equipment. Operator shall be responsible for the maintenance and repair of all lighting fixtures within the Leased Premises, including the replacement of incandescent and fluorescent lamps, starters, ballast, and other similar appurtenances. Operator shall not permit the accumulation of rubbish, trash, debris, or other litter in and upon the Leased Premises and shall, at its own expense, provide for the disposal of such items in the trash compactor provided by County for all terminal building tenants, and County will then be responsible for said removal of rubbish, trash, debris, or other litter from the Airport.

C. Personnel

- (1) Operator shall maintain at all times a responsible person in charge to supervise its concession operations at the Airport and authorized to represent and act for and on behalf of Operator.
- (2) Operator shall furnish, at its cost, all personnel required for the efficient and proper operation of the Airport concession. Operator's employees shall be clean, courteous, efficient, and neat and attractive in appearance, and such employees shall be trained to perform any and all of the customer services contemplated under this agreement. Operator shall not employ any person or persons in or about the Airport who shall use improper language or act in a loud, boisterous, or otherwise improper manner. Upon written notification by County's Airport Director to Operator of a violation of this paragraph, Operator

shall have the responsibility to take appropriate action to prevent such violation from reoccurring.

D. Taxes, Permits, Licenses

Operator shall bear, at its own expense, all costs of operating the Bank, including any and all taxes assessed against its furnishings, equipment, or supplies, and shall obtain and pay for all permits, licenses, or other authorizations required by authority of law in connection with the operation of its business at the Airport.

E. Compliance with Laws, Regulations, Ordinances, Rules

Operator shall at all times comply with applicable Federal, State, and local laws and regulations, all applicable health rules and regulations, all applicable ordinances of the City of Milwaukee and the County of Milwaukee, and the rules and regulations governing the operation, use, and control of General Mitchell International Airport as an airport.

F. Hours of Operation

Operator shall operate the facility a minimum of five (5) hours per day, Monday through Friday unless lesser periods shall be specifically authorized in writing by the Airport Director. Operator shall have the right, in its own discretion, to extend its hours beyond the minimum agreed to above, or to revert back to the minimum hours agreed to above, upon 30 days' advance written notice to the Airport Director.

G. Utility Services

Operator shall pay monthly to the telephone utility company all charges for private and direct lines and any intercommunication telephone services contracted for by Operator and serving Operator's facilities. All such telephone services shall be used by Operator and its

officers and employees in connection with the operation of the bank concession only, and not for the conduct of any other business activity.

9. RENTALS, FEES, CHARGES, ACCOUNTING REPORTS AND RECORDS

A. Rentals

Rental for the 577 square feet of space leased in the Terminal Building shall be at the rate of _____ and ___/100 Dollars (\$_____) per square foot per annum, which is due and payable in equal monthly installments of _____ and ___/100 Dollars, on or before the first day of each month.

B. Fees

In addition to the Rentals referred to in Paragraph 9.A., in consideration of the concession rights and privileges granted herein, Operator shall pay One Dollar and No/100 Cents (\$1.00) for each ATM transaction that is not transacted by Operator's account holders which is due and payable twenty (20) days after the beginning of each calendar month during the term hereof. All payments herein are to be in lawful money of the United States of America.

C. Payment

All remittances for Rentals, Fees, and Charges to be made by Operator to County under this agreement shall be made payable to the Milwaukee County Department of Transportation, Airport Division, and mailed to the County of Milwaukee, General Mitchell International Airport, Box 7897 Milwaukee, Wisconsin 53278-0979.

D. Notwithstanding the foregoing, it is understood and agreed that during the initial renovation of the Leased Premises as contemplated herein, payments of the rental provided in

Paragraph 9.A. shall be waived from the Commencement Date of this Agreement until the date on which the Leased Premises are open for business as designated in a written notice to Operator from the Airport Director that the renovation of the Leased Premises, as contemplated in Operator's construction plans, is substantially completed and the Leased Premises are open to the public, but not more than Ninety (90) days from the Commencement Date. It is further provided that the fees provided in Paragraph 9.B. shall be payable throughout such waiver period.

E. Delinquent Charges or Fees

(1) Interest

Unless waived by the County Board of Supervisors, Operator shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the agreement with County. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently 1% per month or fraction of a month) as described in Subsection 74.47(1), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(2) Penalty

In addition to the interest described above, Operator may be responsible for payment of penalty on amounts not remitted in accordance with the terms of the Agreement with County, as may be determined by the administrator of this Agreement, or his designee. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month, or fraction of a month) as described in

Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.47(2), Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established herein.

(3) Audit Results

If as a result of the annual audit required herein, additional amounts are disclosed to be due and owing to County, interest and penalty shall be calculated thereon in accordance with the above method. Operator shall remit to County any additional amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by County.

(4) Nonexclusivity

This provision permitting collection of interest and penalty by County on delinquent payments is not to be considered County's exclusive remedy for Operator's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by County of any other remedy permitted under the Agreement, including but not limited to termination of this Agreement.

F. Statements, Books, and Records

- (1) Operator agrees to keep accurate records and books of account in a manner acceptable to County's Director of Audits. These reports shall show a full and complete breakdown analysis of all ATM Fees reported and such statements shall be submitted to County together with Operator's payment of ATM Fees as due hereunder. In those situations where Operator's records have been generated from computerized data (whether mainframe,

minicomputer, or PC-based computer systems), Operator agrees to provide County with extracts of data files in a computer readable format on data disks, E-mail with attached files, or suitable alternative computer data exchange formats.

- (2) Within twenty (20) days after the close of each calendar month, Operator shall submit to County, in a form and with detail satisfactory to the Airport Director, a statement of its ATM transactions during the preceding month from its operations at the Airport upon which the fee payments to County set forth in Paragraph 9.B. are computed, said statement to be signed by a responsible officer or manager of Operator. Operator shall keep full and accurate books and records showing all of its said ATM transactions pertaining to operations at the Airport, and County shall have the right, through its representatives, and at all reasonable times, to inspect such books and records. Operator hereby agrees that all such records and instruments will be made available to County for at least three (3) years after each contract year of this Agreement, or in the event of a claim by County, until such claim of County has been fully ascertained, fixed, paid, and resolved. The records requirements of this section shall also extend to any of Operator's subsidiaries, partners, joint venturers, and sub-Operators or the like.
- (3) County reserves the right to prescribe or change reporting forms, their method and time of submission, and the payment schedule. The County shall first submit to Operator in writing specifically any desired

changes.

G. Audit

- (1) County reserves the right, at County's expense, to audit Operator's books and records of receipts at any time for the purpose of verifying the ATM fees hereunder. If, as a result of such audit, it is established that Operator has understated the gross receipts, as defined herein, by three percent (3%) or more, the entire expense of said audit shall be borne by Operator. Any additional percentage fee due shall be paid by Operator to County within 45 days from the date of Operator's notice of such additional fee, with interest thereon at eighteen percent (18%) per annum from the date such additional percentage fee became due.
- (2) Operator shall have available, within fifteen (15) business days after written request, at its Airport office for review and/or audit by County staff or its designee, full and accurate records, accounts, books, and data with respect to business done by it hereunder which shall show all of the ATM transactions of said business at the Airport, as defined herein, in sufficient detail to readily permit verification. Should travel to the Operator out of state offices be required in order for County to conduct such a review and/or audit, all reasonable costs incurred by County including but not limited to airfare, meals, lodging and local transportation shall be paid by Operator.

H. Annual Adjustment

Within thirty (30) days of receipt of the statement required in Paragraph 9.G.(2), Operator or County shall

make any necessary adjustment, one to the other, to comply with the fees due for each year.

I. Additional Fees and Charges

Operator shall pay additional fees and charges under the following conditions:

- (1) If County has paid any sum or sums or has incurred any obligation or expense which Operator agreed to pay or to reimburse County; or
- (2) If County is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect, or refusal of Operator to perform or fulfill any of the conditions of this Agreement.

10. NONDISCRIMINATION

Operator, for itself, its 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 grounds of race, color, or national origin shall 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 in its assigned area and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the

event of breach of any of the above nondiscrimination covenants, County shall have the right to terminate this Agreement and to re-enter and repossess and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

11. AFFIRMATIVE ACTION

The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

12. DISADVANTAGED BUSINESS ENTERPRISES

As a direct recipient of Federal Aviation Administration (FAA) financial assistance, Milwaukee County has established participation goals on the purchase of goods and services used in County concession operations with firms certified in accordance with Title 49 of the Code of Federal Regulations Parts 23 and 26 (49 CFR 23 & 26). All Vendors are hereby directed to use reasonable efforts to meet or exceed the goals of ten percent (10%) for goods and services and twenty-five percent (25%) for construction purchases and subcontracts, and to use good faith efforts to achieve those goals. The directory

of certified firms and further assistance with this requirement can be obtained by contacting Community Business Development Partners (CBDP) at 414.278.4747 or by visiting the following Internet site:

<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

13. NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS
REQUIRED BY GENERAL ORDINANCES OF MILWAUKEE COUNTY

A. Section 56.17(1a)

In the performance of work or execution of this agreement, the Operator shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Operator will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the agreement without liability for the uncompleted portion or for any materials or services purchased or paid for by the Operator for use in completing the agreement.

B. Section 56.17(1d)

The Operator agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the agreement, which program shall have as its objective to increase the utilization of women,

minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the Operator's work force, where these groups may have been previously under-utilized and under-represented. The Operator also agrees that in the event of any dispute as to compliance with the aforementioned requirements, it shall be its responsibility to show that it has met all such requirements.

14. INDEMNITY

To the fullest extent permitted by law, the Operator agrees to indemnify, defend and hold harmless, the County, and its agents, officers and employees from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent acts or omissions of the Operator, or it's (their) agents which may arise out of or are connected with the activities covered by this Agreement. Operator shall indemnify and save County harmless from any award of damages and costs against County for any action based on Title VII of the Civil Rights Act of 1964 or any other state or federal antidiscrimination law or regulation or for U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Agreement.

15. INSURANCE

Operator agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from employees. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, including Employers Liability, and Business Insurance covering

general liability and automobile coverage in the following minimum amounts:

<u>Workers Compensation (WI)</u> or Proof of All States coverage Employers Liability	<u>Statutory(Waiver of Subrogation)</u> \$100,000/500,000/100,000
<u>Comprehensive General Liability</u> Bodily Injury & Property Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/ Completed Operations)	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
<u>Automobile Liability</u> All Autos and/or Non-Owned Bodily Injury & Property Damage Uninsured/Underinsured per Wisconsin Statutes	\$1,000,000 Per Accident

County shall be named as additional Insured, As Its Interests May Appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Agreement. Operator shall also furnish evidence satisfactory to said Airport Director that it carries unemployment insurance pursuant to the requirements of the Statutes of the State of Wisconsin.

16. LIENS AND ENCUMBRANCES

Operator shall not permit the Leased Premises to become subject to any mechanics', laborers', or materialman's lien on account of labor or material furnished to Operator or claimed to have been furnished to Operator in connection with work of any character performed or claimed to have been performed on or in the Leased Premises by, or at the direction of Operator.

17. EMINENT DOMAIN

In the event that the United States of America or the State of Wisconsin shall, by exercise of the right of eminent domain or any other power, acquire title in whole or in part to the Airport, including any portion assigned to Operator, Operator shall have no right of recovery whatsoever against County but shall make its claim for compensation solely against the United States of America or the State of Wisconsin, as the case may be.

18. UNTENANTABLE PREMISES

- A. If the Leased Premises are partially damaged by fire or other casualty, but not rendered untenable, as determined by County, County shall repair same at its own cost and expense, provided, however, that if the damage is caused by the negligent act or omission of Operator its agents, or employees, Operator shall be responsible for reimbursing County for the cost and expenses incurred in such repair.
- B. If the damage is so extensive as to render the Leased Premises untenable, as determined by County, but capable of being repaired in sixty (60) days, the same shall be repaired by County at its own cost and expense, and rentals

and privilege fees payable by Operator for the damaged structure shall be proportionately adjusted until such time as the Leased Premises shall be fully restored; provided, however, that if said damage is caused by the negligent act or omission of Operator, its agents or employees, the rental and privilege fees due will not abate and Operator shall be responsible for reimbursing County for the costs and expense incurred in such repair.

- C. In the event the premises are completely destroyed by fire or other casualty or so damaged that they will remain untenable, as determined by County for more than sixty (60) days, Operator shall have two options:
- (1) if the Leased Premises are repaired or reconstructed with due diligence by the County at its own cost and expense, the rental due hereunder for the damaged structures shall be proportionately adjusted until such time as the building shall be fully restored, and Operator may continue this Agreement; or
 - (2) if after twelve (12) months from the time of such damage or destruction said buildings shall not have been repaired or reconstructed for Operator's use, or other reasonable facilities provided in lieu thereof, Operator may give the County written notice of its intention to then cancel this Agreement in its entirety or to cancel as of the date of such damage or destruction. The term "Leased Premises" as used herein refers to the building structure only and neither bears nor implies any reference to the contents of the building.

19. LIABILITY OF COUNTY

Except as provided in Paragraph 14 hereof, it is specifically understood and agreed that County shall have no liability to Operator for damage to or loss of property of Operator, its employees, agents, servants, or patrons, from any cause whatsoever, unless such damage to or loss of property shall be caused by negligence on the part of County, its employees, agents, or servants.

20. ASSIGNMENT

Operator shall not assign this Agreement, either in whole or in part or sublease any portion of the Leased Premises without the prior written consent of County, evidenced by a Resolution that has been fully adopted by its Board of Supervisors approving such assignment. No request for, or consent to, such assignment shall be considered unless Operator shall have paid all Rentals, Fees, and Charges which have accrued in favor of County and Operator shall have otherwise met all other legal obligations to be performed, kept, and observed by it under the terms and conditions of this Agreement or as this Agreement may be subsequently amended or modified.

21. TERMINATION BY COUNTY

This Agreement shall be subject to cancellation by County in the event of the happening of any one or more of the following contingencies:

- A. If Operator shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against it and it is thereafter adjudicated a bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of

Operator and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Operator's assets is appointed; or if Operator shall be divested of its rights, powers, and privileges under this Agreement by other operation of law.

- B. If Operator shall abandon and discontinue the conduct and operation of said bank operation at the Airport for a period of sixty (60) days or more.
- C. If Operator shall default in or fail to make any payments at the times and in the amounts as required of it under this Agreement.
- D. If Operator shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement to be performed, kept, and observed by it, including, but not limited to, the payment of fees and other charges in the time, manner, and amount as provided in this Agreement and compliance with all applicable laws, ordinances, codes, rules, and other regulatory measures of the United States of America, the State of Wisconsin, County of Milwaukee, and City of Milwaukee, and the rules and regulations governing the use, operation, and control of the Airport.
- E. All rights, privileges, or interests acquired by Operator under the terms of this Agreement may, at the option of County, following written notice of thirty (30) days, be suspended or finally terminated if such suspension or termination is found by County, acting in good faith, to be necessary to secure Federal financial aid for the development and improvement of the Airport.
- F. Upon the happening of any of the contingencies recited in subsections B., C., and D. of Paragraph 20 hereof, County shall give written notice to Operator to correct or cure such

default, failure to perform, or breach; and if, within thirty (30) days from the date of such notice, the default, failure to perform, or breach complained of shall not have been corrected in a manner satisfactory to County's Airport Director, then, in such event, County shall have the right, after written notice to and expiration of the notice period required by law with respect to the notices which Operator must give to its customers prior to closing bank operations at the Leased Premises, effectuated by resolution adopted by its Board of Supervisors, to declare this Agreement terminated and to enter upon and take full possession of the Leased Premises.

- G. Upon the happening of any one of the contingencies enumerated in subsection A. of Paragraph 21 hereof, this Agreement shall be deemed to be breached by Operator and thereupon, after written notice to and expiration of the notice period required by law with respect to the notices which Operator must give to its customers prior to closing bank operations at the Leased Premises, and without entry or any other action by County, the Agreement shall terminate, subject to be reinstated only if such involuntary bankruptcy or insolvent proceedings, petition for organization, trusteeship, receivership, or other legal act divesting Operator of its rights under this Agreement shall be denied, set aside, vacated, or terminated in Operator's favor within sixty (60) days from the happening of the contingency. Upon the happening of said latter events, this Agreement shall be reinstated as if there had been no breach occasioned by the happening of said contingencies, provided that Operator shall, within ten (10) days after the final denial, vacating, or setting aside of such petition on the vacating,

terminating, or setting aside of such appointment, pay or discharge any or all sums of money which may have become due under this Agreement in the interim and shall then remain unpaid and shall likewise fully perform and discharge all other obligations which may have accrued and become payable in the interim.

- H. In the event that defaults, failure to perform, and breaches by Operator of its obligations under this Agreement to be performed, kept, and observed by it shall recur from time to time to such extent that County's Airport Director believes that Operator is an unsatisfactory tenant, then, upon written recommendation by the Airport Director to County's Board of Supervisors, County shall have the right, upon resolution adopted by said Board, to terminate this Agreement. Upon adoption of such resolution, County shall give written notice of such termination to said Operator and the contract shall terminate within ten (10) days plus the number of days notice that Operator is required by law to give customers before closing a bank branch operation from the date of mailing or telefaxing said notice.

22. WAIVERS

- A. The acceptance of charges and fees by County for any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Operator shall not be deemed a waiver of any rights on the part of the County to cancel this Agreement for failure by Operator to so perform, keep, or observe any of the terms, covenants, or conditions hereof to be performed, kept, and observed.
- B. No waiver by County of any of the terms of this Agreement

to be kept, performed, or observed by Operator shall be construed to be or act as a waiver by County of any subsequent default on the part of Operator.

- C. No waiver of default by either party of any of the terms, covenants, or conditions of this Agreement to be performed, kept, and observed by either party, either prior to or after either party may have remedied the same, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by either party.
- D. County's decision not to conduct an annual audit shall not constitute a waiver of any right or privilege arising under or as a result of this Agreement.

23. TERMINATION BY OPERATOR

Operator may cancel this Agreement and terminate all or any of its obligations hereunder at any time Operator is not in default in its payments to County under the terms hereof by giving thirty (30) days' written notice upon or after the happening of any one of the following events:

- A. The permanent abandonment of the Airport as an air terminal.
- B. The issuance by any court of competent jurisdiction of an injunction substantially preventing or restraining the use of the airport or of the terminal building and the remaining in force of such injunction for at least sixty (60) days.
- C. The breach by County of any of the terms, covenants, and conditions of this Agreement and the failure of County to act to remedy such breach for a period of sixty (60) days

after the receipt of written notice from Operator of the existence of such breach.

- D. The assumption by the United States Government or the State of Wisconsin or any authorized agency of either of the operation, control, or use of the Airport and its facilities in such a manner as to substantially restrict Operator from operating the concession, if such restriction be continued for a period of three (3) months or more.

24. INTERPRETATION OF AGREEMENT

It is understood and agreed that nothing herein contained is intended or should be construed as in anywise creating or establishing the relationship of copartners between the parties hereto, or as constituting Operator as the agent, representative, or employee of County for any purpose or in any manner whatsoever. Operator is to be and shall remain an independent contractor with respect to all services performed under this Agreement and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Old Age Retirement Benefits, Pensions, or Annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by Operator for work performed under the terms of this Agreement, and agrees to indemnify and save harmless County from any such contributions or taxes or liability therefor. In interpreting the provisions of this Agreement, the laws of the State of Wisconsin shall prevail.

25. INVALID PROVISIONS

In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way affect any other covenant, condition, or provision herein contained, provided that the invalidity of such covenant, condition, or provision does not materially prejudice either County or Operator in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

26. NOTICES

Notices to County provided for in this Agreement shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to the Airport Director, General Mitchell International Airport, 5300 South Howell Avenue, Milwaukee, Wisconsin 53207; and notices to Operator shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to

or to such other respective addresses as the parties may designate to each other in writing from time to time.

27. GOVERNMENTAL FACILITIES

In the event the Federal Government discontinues the provision and operation of air traffic controls, navigational aids, and other airport facilities which are now or may hereafter be furnished by it, County shall not be required or obligated to furnish such facilities and services after discontinuance thereof by the Federal Government.

28. AIRPORT SECURITY

Operator covenants and agrees that it will at all times maintain the integrity of the Airport Security Plan and comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice. Operator, its employees agents or contractors are expressly required at all times to comply with all laws, statutes, rules, regulations and orders, including Federal Rules 49 CFR 1542, promulgated by any federal, state or local agency, authority, or officer, including the Federal Aviation Administration, the Federal Transportation Security Administration and the US Department of Justice. Should a penalty be imposed on County for an incident involving Operator's breach of security, Operator agrees to reimburse County for any and all such penalties including, but not limited to, civil fines which may be imposed upon the County by any state, local or federal agency, or officer, including the Transportation Security Administration.

29. GOVERNMENTAL RIGHTS

Nothing in this Agreement shall be construed or interpreted in any manner whatsoever as limiting, relinquishing, or waiving of any rights or ownership enjoyed by County in the Airport or in any manner waiving or limiting its control over the development, improvement, operation, and maintenance of the Airport or in derogation of such governmental rights as County possesses, except as may be otherwise specifically provided herein.

30. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to specifically define or limit the scope of any provision of this Agreement.

31. FAMILIARITY AND COMPLIANCE WITH TERMS

Operator represents that it has carefully reviewed the terms and conditions of this Agreement and is familiar with such terms and conditions and agrees to faithfully comply with the same to the extent to which said terms and conditions apply to its activities as authorized and required by this Agreement.

32. SUCCESSORS AND ASSIGNS

All provisions of this Agreement shall extend to bind and inure to the benefit not only of County and of Operator, but also their legal representatives, successors, and assigns.

33. QUIET ENJOYMENT

The County agrees that, on payment of the rent and performance of the covenants and agreements on the part of Operator to be performed hereunder, Operator shall peaceably have and enjoy the

Leased Premises, the use of the Airport, its appurtenances and facilities, and the rights and privileges with respect thereto as granted herein.



IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective proper officers and have affixed their corporate seals hereto as of the day and year first above written.

APPROVED:

MILWAUKEE COUNTY,
a municipal corporation

Airport Director

By _____
Brian Dranzik, Director
Department of Transportation

Corporation Counsel

By _____
Joseph J. Czarnezki
County Clerk

Risk Manager

Community Business
Development Partners

COUNTY

_____ Bank,
a _____ corporation

By _____

Title _____

By _____

Title _____

OPERATOR

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__,
the above-named Brian Dranzik, Director, Department of Transportation
for Milwaukee County, to me known to be the person who executed the
foregoing instrument on behalf of Milwaukee County, and acknowledged
the same to be the free act and deed of said County, made by its
authority.

Notary Public, Milwaukee Co., Wis.
My commission expires _____

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this _____ day of _____, 20__,
the above-named Joseph J. Czarnezki, County Clerk of Milwaukee
County, to me known to be the person who executed the foregoing
instrument on behalf of Milwaukee County, and acknowledged the same
to be the free act and deed of said County, made by its authority.

Notary Public, Milwaukee Co., Wis.
My commission expires _____

