

ORDINANCE #65941
Board Bill No. 134

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing the Director of Airports and the Comptroller of The City of St. Louis (the "City") to enter into and execute on behalf of the City the "Consent to Assignment of Lease Agreement" at Lambert-St. Louis International Airport (the "Airport") among the City, Midcoast Aviation, Inc. (the "Assignor" or "Midcoast"), and Signature Flight Support Corporation (the "Assignee" or "Signature"); the Consent to Assignment of Lease Agreement, which was recommended and approved by the Airport Commission, is attached hereto as **ATTACHMENT "1"** and is made a part hereof; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City with the advice of the Director of Airports to enter into and execute on behalf of the City and in the City's, Airport's, and the traveling public's best interest any attendant or related documents, agreements, or instruments deemed necessary to effectuate the terms set forth in the Consent to Assignment of Lease Agreement and/or deemed necessary to preserve and protect the City's and Airport's interest and to take such actions as are necessary or appropriate in connection with the Consent to Assignment of Lease Agreement or the consummation of the transaction contemplated herein; containing a severability clause; and an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller of The City of St. Louis (the "City") are hereby authorized to enter into and execute on behalf of the City the "Consent to Assignment of Lease Agreement" at Lambert-St. Louis International Airport (the "Airport") among the City, Midcoast Aviation, Inc. (the "Assignor" or "Midcoast"), and Signature Flight Support Corporation (the "Assignee" or "Signature"); the Consent to Assignment of Lease Agreement is to read in words and figures as set out in **ATTACHMENT "1"** and is attached hereto and made a part hereof.

SECTION TWO. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City with the advice of the Director of Airports are hereby authorized to enter into and execute on behalf of the City and in the City's, Airport's, and the traveling public's best interest any attendant or related documents, agreements, or instruments deemed necessary to effectuate the terms set forth in the Consent to Assignment of Lease Agreement and/or deemed necessary to preserve and protect the City's and Airport's interest and to take such actions as are necessary or appropriate in connection with the Consent to Assignment of Lease Agreement or the consummation of the transaction contemplated herein.

SECTION THREE. The sections, conditions, and provisions of this Ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by the court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions of this Ordinance.

SECTION FOUR. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City.

**CONSENT TO ASSIGNMENT OF
LEASE AGREEMENT**

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT made and entered into on the _____ day of _____, 2003, (the "**Agreement**") by and between the **CITY OF ST. LOUIS**, a municipal corporation of the State of Missouri (the "**City**"), and **MIDCOAST AVIATION, INC.**, a Missouri corporation (hereinafter referred to as "**Midcoast**"), and **SIGNATURE FLIGHT SUPPORT CORPORATION**, a Delaware corporation (hereinafter referred to as "**Signature**").

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of Lambert-St. Louis International Airport, which is located in the County of St. Louis, State of Missouri (the "**Airport**");

WHEREAS, Midcoast is the lessee of certain real property located in St. Louis County, Missouri as more particularly described in that certain Lambert-St. Louis International Airport **RESTATED AND AMENDED LEASE AGREEMENT AL-34** between Midcoast and the City, dated March 21, 2000, (the "**Lease**");

WHEREAS, Midcoast leases or has the right to use and occupy certain premises and the structures, buildings, facilities, and improvements located at the Airport (the “**Premises**”), all as described in and subject to the terms, covenants, warranties, and conditions (the “**Provisions**”) of the Lease;

WHEREAS, Midcoast and Signature have entered into an Assignment of Lease, dated _____, 2003 (the “**Assignment Agreement**”) for the sale or assignment of Midcoast’s interest in the Premises to Signature, and in connection therewith Midcoast desires to convey, transfer, and assign to Signature the Lease covering the Premises located at the Airport, together with all of the rights and privileges thereunder as well as responsibility for the obligations and duties thereunder, and Signature desires to accept such assignment and to assume such responsibility for the obligations and duties in accordance with the Provisions of the Assignment Agreement, which is and shall remain subject to the Provisions of this Agreement and the Lease; and

WHEREAS, the City desires to facilitate the transfer or assignment of Midcoast’s interest in the Premises and the continuation of its operations following such transfer or assignment, and, as specified in Paragraph 3 below, to substitute Signature for Midcoast as the primary obligor under the Lease arising upon, from and after the effective date of such assignment. However, City will not release Midcoast from any obligations thereunder arising after the effective date of such assignment and Midcoast shall remain responsible for its assignees as provided for and in accordance with ARTICLE IX, entitled “ASSIGNMENT AND SUBLETTING” of the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City hereby approves the conveyance, transfer, and assignment by Midcoast of all of its rights, title, interest, privileges, duties, obligations, or responsibilities in, to and under the Lease. Midcoast acknowledges, understands, and agrees that Midcoast shall remain responsible for its assignee, Signature, in, to and under the Lease, and Midcoast is not released by the City from any responsibilities for the obligations and duties in, to and under the Lease.
2. The City hereby approves the acceptance and assumption by Signature of Midcoast’s rights, title, interest, privileges, duties, obligations, and responsibilities in, to and under the Lease, and hereby acknowledges that Signature is entitled to all of the rights, title, interest, privileges, duties, obligations, and responsibilities thereunder and that said assignment or transfer shall not constitute a default under the Lease. The City agrees that upon, from, and after the effective date of such assignment, the City shall (i) recognize Signature as the tenant pursuant to the Provisions of the Lease, (ii) accept Signatures payment of rent and performance of other obligations and duties of tenant under the Lease; and (iii) forward all notices to Signature under the Lease to:

3. Notwithstanding any of the provisions to the contrary, Signature hereby accepts and assumes all of Midcoast’s rights, title, interest, privileges, duties, obligations, and responsibilities in, to and under the Lease arising upon, from, and after the effective date of such assignment. Signature acknowledges, understands, and agrees that the assignor, Midcoast, shall not be released by the City under this Agreement from any responsibilities for the obligations and duties in, to and under the Lease and that Midcoast shall remain responsible for its assignees.
4. The City hereby acknowledges (i) that the Lease is in full force and effect, and (ii) that the current base rent to be paid to the City by the 1st of each month is Fifty Seven Thousand and Eighty Three Dollars and Thirty Three Cents (\$57,083.33), to be adjusted every five years by the Consumer Price Index (“CPI”) in accordance with terms, covenants and conditions of ARTICLE IV, entitled “RENT AND FEES” of the Lease, and other fees to be paid as specified in ARTICLE IV of the Lease.
5. Midcoast hereby acknowledges (i) that the Lease is in full force and effect, (ii) that Midcoast has no knowledge of any existing default under the Lease, nor of any fact or condition that exists which, together with the giving of notice, or the passage of time, or both, would constitute such a default; (iii) Midcoast’s interest under the Lease has not been assigned, by operation of law or otherwise and that no concession agreement or license agreement covering the leased Premises or any portion thereof has been entered into by Midcoast, except for certain City approved sublease agreements for the rental and sublease of certain portions of the Premises previously disclosed in writing to Signature.

- 6. Midcoast and Signature hereby acknowledge, covenant, agree, represent, and warrant that the Premises shall be used solely for the purposes expressly identified in the Lease.
- 7. The City, Midcoast, and Signature acknowledge, stipulate, and agree that in the event of any inconsistency, ambiguity, or conflict between the Provisions of this Agreement, the Lease, and/or the Assignment Agreement, the inconsistency, ambiguity, or conflict shall be resolved by giving preference in the following order: a) this Agreement, b) the Lease, and then c) the Assignment Agreement.

(remainder of page left intentionally blank)

SIGNATURE FLIGHT SUPPORT

MIDCOAST AVIATION, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT:

Pursuant to City Ordinance No. _____, approved _____, 2003.

The foregoing Agreement was approved by the Airport Commission at its meeting on _____, 2003.

BY: _____
 Commission Chairman Date
 And Director of Airports

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on _____, 2003.

BY: _____
 Secretary Date
 Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

 City Counselor Date
 City of St. Louis

 Comptroller Date
 City of St. Louis

ATTESTED TO BY:

 Register Date
 City of St. Louis

Approved: July 15, 2003