

**ORDINANCE #66269**  
**Board Bill No. 28**

An Ordinance recommended by the Board of Estimate and Apportionment authorizing and directing 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 "First Amendment To Northern Tract Lease Agreement" at Lambert-St. Louis International Airport® (the "Airport") (hereinafter referred to as the "First Amendment") to the Airport Northern Tract Lease Agreement AL-100 between the City and McDonnell Douglas Corporation, a corporation of the State of Maryland, dated December 17, 2001, and authorized by City Ordinance No. 65243, approved July 18, 2001 (the "Agreement"); the First Amendment to the Agreement, which is attached hereto as **ATTACHMENT "1"** and made a part hereof, was approved by the City's Airport Commission, and its terms are more fully described in Section One of this Ordinance; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment; containing a severability clause; and containing 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 and directed to enter into and execute on behalf of the City the "First Amendment To Northern Tract Lease Agreement" at Lambert-St. Louis International Airport® (the "Airport") (hereinafter referred to as the "First Amendment") to the Airport Northern Tract Lease Agreement AL-100 between the City and McDonnell Douglas Corporation, a corporation of the State of Maryland, dated December 17, 2001, and authorized by City Ordinance No. 65243, approved July 18, 2001 (the "Agreement"); the First Amendment to the Agreement, which was approved by the City's Airport Commission, 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 terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the Agreement as amended by the First Amendment and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance after the effective date of this Ordinance. All provisions of other ordinances of the City that are in conflict with this Ordinance shall be of no force or effect as to this Ordinance or the agreements, documents, and instruments approved and/or authorized by this Ordinance.

**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 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's Charter and shall become effective immediately upon its approval by the Mayor of the City.

**Attachment 1**

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®**



**FIRST AMENDMENT  
TO  
NORTHERN TRACT LEASE AGREEMENT WITH  
MCDONNELL DOUGLAS CORPORATION**

## AIRPORT NUMBER AL-100

**FIRST AMENDMENT  
TO  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT  
NORTHERN TRACT LEASE AGREEMENT  
WITH  
MCDONNELL DOUGLAS CORPORATION**

**THIS FIRST AMENDMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004 (“First Amendment”), by and between the City of St. Louis, a municipal corporation of the State of Missouri (“City”), and McDONNELL DOUGLAS CORPORATION a corporation organized and existing under the laws of the State of Maryland (the “Lessee” or “MDC”)

**WITNESSETH THAT:**

**WHEREAS**, City and the Lessee are parties to the Northern Tract Lease Agreement dated December 17, 2001, (the “Agreement”), which presently expires on June 30, 2004;

**WHEREAS**, The Agreement was authorized by Ordinance 65243 approved July 18, 2001; and

**WHEREAS**, the City and the Lessee desire to extend the term of the Agreement to their mutual benefit by one (1) year to June 30, 2005, without the payment by Lessee of rent for the one (1) year extension in consideration for Lessee continuing to maintain and repair the Premises and Improvements as provided for and in accordance with the terms, covenants, conditions, warranties, and provisions of the Agreement.

**NOW, THEREFORE**, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Lessee agree to amend the Agreement as follows:

**Section 1** Section 301 of the Agreement is deleted in its entirety and the following is substituted in its place.

“Section 301. Term.

The term of this Agreement shall commence on December 17, 2001 and shall end on June 30, 2005 (the “Expiration Date”) unless sooner terminated in accordance with other provisions of this Agreement. Lessee and City may enter into a license agreement to allow City the exclusive right to occupy certain office space on the Premises in Building 3, as more fully described in **EXHIBIT “B”** attached hereto, which may be vacated by Lessee prior to the Expiration Date (the “Office License”). In addition, the scope of the Premises may be modified in accordance with Section 801 hereof. Such license shall be for a nominal consideration and according to terms and conditions acceptable to City and Lessee.”

**Section 2** Section 402 of the Agreement is deleted in its entirety and the following is substituted in its place.

“Section 402. Rent Payment

Lessee will pay to City, at the Closing on the Property by MDC check, money order, certified cashier’s or other bank check drawn on a local bank or by wire transfer, a rental amount of Fifteen Million Dollars (\$15,000,000.00) (the “Rent”) due the City for that portion of the term beginning on the Closing and ending June 30, 2004, without any discount or offset of any kind for termination of this Agreement prior to the Expiration Date, for the City’s exercise or failure to exercise the Office License, or any other reason. City and Lessee hereby acknowledge and agree that there will be no rental charge for the last year of the term of this Agreement in consideration for the Lessee continuing to maintain and repair the Premises and Improvements as provided for and in accordance with the terms, covenants, conditions, warranties, and provisions of this Agreement. Lessee hereby acknowledges and agrees that if Lessee shall elect to terminate this Agreement with or without cause as provided for herein, the Rent shall not be adjusted or prorated or any portion refunded due to the termination or cancellation of the Agreement by either party.”

**Section 3** **The second paragraph of Section 801.** entitled “Assignment and Subletting” of the Agreement



**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

**McDONNELL DOUGLAS CORPORATION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT C**

**IDENTIFYING BUILDINGS AND PORTIONS OF BUILDINGS  
INCLUDED IN THE DEFINITION OF "OPERATIONAL FACILITIES"**

is on file in Register's Office.

**Approved: June 2, 2004**