

**ORDINANCE #67766
Board Bill No. 341**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Cote Brilliante Presbyterian Church, certain City-owned property located in City Block 4469, which property is known as 4457 St. Louis Avenue, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Cote Brilliante Presbyterian Church, certain City-owned property located in City Block 4469, which property is known as 4457 St. Louis Avenue, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

**Exhibit A
QUIT CLAIM DEED**

THIS DEED, made and entered into this _____ day of _____, 2007, by and between the City of Saint Louis, a municipal corporation of the State of Missouri, 1200 Market Street, Saint Louis, Missouri 63103, (Grantor), and Cote Brilliante Presbyterian Church, a Missouri benevolent corporation, whose address is 4673 Labadie Avenue, Saint Louis, Missouri 63115, (Grantee).

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it paid by the said Grantee, and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents Remise, Release, and Quit-Claim unto the said Grantee, the following described Real Estate, situated in the City of Saint Louis and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated into this deed.

Subject to restrictions, covenants, and easements of record.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its heirs and assigns, so that neither the said Grantor, nor its heirs, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor and Grantee have executed these presents the day and year first above written.

THE CITY OF SAINT LOUIS
(Grantor)

COTE BRILLIANTE
PRESBYTERIAN CHURCH
(Grantee)

BY: _____
Francis G. Slay
Mayor

By: _____
Lt. Col. Everett Page
Member Board of Directors

BY: _____
Darlene Green
Comptroller

Approved as to form:

Stephen J. Kovac
Deputy City Counselor

Attest:

Parrie L. May
City Register

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____ 2007, before me appeared Francis G. Slay and Darlene Green to me personally known, who being by me duly sworn did say that they are the Mayor and the Comptroller of the City of Saint Louis, respectively, and that they are authorized to execute this Quit-Claim Deed on behalf of the City of Saint Louis under the authority of Ordinance _____ and acknowledged said instrument to be the free act and deed of the City of Saint Louis.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____ 2007, before me appeared Lt. Col. Everett Page, to me personally known, who being by me duly sworn did say that he is a member of the board of directors of Cote Brilliante Presbyterian Church, a Missouri benevolent corporation, and that he is authorized to execute this Quit-Claim Deed on behalf of said corporation under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

Exhibit A

A parcel of land in City block 4469S fronting 50 feet on St. Louis Avenue by a depth of 150 feet and being lots 14 and 15, also described as:

Lots 14 and 15 in block 4469S of the City of St. Louis, Missouri, together fronting 50 feet on the north line of St. Louis Avenue, by a depth northwardly of 150 feet to an alley; bounded west by a line 319 feet 4 and seven-eighths inches east of the east line of Taylor Avenue, measured along the north line of St. Louis Avenue, commonly known as and numbered 4457 St. Louis Avenue. Parcel ID 4469-06-02600

Approved: November 7, 2007

**ORDINANCE #67767
Board Bill No. 325**

An Ordinance authorizing and directing the Department of Health, on behalf of the City of St. Louis, to accept a Grant Award from the Health Resources and Services Administration of the U.S. Department of Health and Human Services to fund a Minority AIDS Initiative Program, appropriating said funds in the amount of \$378,174.00 and authorizing the Department of Health on behalf of the City, upon approval of the Board of Estimate and Apportionment, to expend the funds as permitted by the Grant Award, to enter into contracts or otherwise for grant purposes and containing an emergency clause.

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

SECTION ONE. The Department of Health is hereby authorized and directed, on behalf of the City of St. Louis, to accept a Grant Award from the Health Resources and Services Administration of the U.S. Department of Health and Human Services for a grant to fund a Minority AIDS Initiative Program. Said Grant Award shall be substantially in words and figures as the attached Award, which is made part of this Ordinance and is on file in the Register's Office.

SECTION TWO. The Department of Health is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds in the amount of \$378,174.00, which are hereby appropriated for said purpose, by entering into contracts or otherwise for grant purposes pursuant to the Grant Award in a manner that is consistent with the provisions of said Award.

SECTION THREE. This being an Ordinance providing for the preservation of public health and safety, it is hereby declared to exist within the meaning of Sections 19 and 20 of Article VI of the Charter of the City of St. Louis, and this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

67767

Page 1

1. DATE ISSUED: 08/01/2007		2. PROGRAM CFDA: 93.914		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act Section 2801 et seq. and Section 2693							
3. SUPERCEDES AWARD NOTICE dated: <small>except that any addition or modification previously proposed remains in effect unless specifically rescinded.</small>											
4a. AWARD NO.: 1 H3MHAD8485-01-00		4b. GRANT NO.: H3MHAD8486				5. FORMER GRANT NO.:					
6. PROJECT PERIOD: FROM: 08/01/2007 THROUGH: 07/31/2010											
7. BUDGET PERIOD: FROM: 08/01/2007 THROUGH: 07/31/2008											
8. TITLE OF PROJECT (OR PROGRAM): Minority AIDS Initiative Programs for Part A Grantees											
9. GRANTEE NAME AND ADDRESS: CITY OF ST. LOUIS Department of Health 634 North Grand Blvd., Room 910 St. Louis, MO 63103-1002				10. DIRECTOR, (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) William Patrick Thomas CITY OF ST. LOUIS 634 N. Grand Blvd. RM 424 St. Louis, MO 63103-1002							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE							
a. Salaries and Wages: \$ 0.00 b. Fringe Benefits: \$ 0.00 c. Total Personnel Costs: \$ 0.00 d. Consultant Costs: \$ 0.00 e. Equipment: \$ 0.00 f. Supplies: \$ 0.00 g. Travel: \$ 0.00 h. Construction/Alteration and Renovation: \$ 0.00 i. Other: \$ 0.00 j. Consortium/Contractual Costs: \$ 0.00 k. Trainee Related Expenses: \$ 0.00 l. Trainee Stipends: \$ 0.00 m. Trainee Tuition and Fees: \$ 0.00 n. Trainee Travel: \$ 0.00 o. TOTAL DIRECT COSTS: \$ 378,174.00 p. INDIRECT COSTS: (Rate: % of S&W/TADC) \$ 0.00 q. TOTAL APPROVED BUDGET: \$ 378,174.00 i. Less Non-Federal Resources: \$ 0.00 ii. Federal Share: \$ 378,174.00				a. Authorized Financial Assistance This Period \$ 378,174.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$ 0.00 ii. Offset \$ 0.00 c. Unawarded Balance of Current Year's Funds \$ 0.00 d. Less Cumulative Prior Award(s) This Budget Period \$ 0.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 378,174.00							
				13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)							
				<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td>02</td> <td>\$ 378,174.00</td> </tr> <tr> <td>03</td> <td>\$ 378,174.00</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	02	\$ 378,174.00	03	\$ 378,174.00
YEAR	TOTAL COSTS										
02	\$ 378,174.00										
03	\$ 378,174.00										
				14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash)							
				a. Amount of Direct Assistance \$ 0.00 b. Less Unawarded Balance of Current Year's Funds \$ 0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$ 0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$ 0.00							
15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$ 0.00											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program regulations cited above. b. The grant program regulation cited above. c. The report notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable, in the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or committed under the grant payment system.</small>											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) PLEASE SEE ATTACHMENT FOR CONDITIONS, TERMS, AND REPORTING REQUIREMENTS.											
Electronically signed by Pamela Hilton, Grants Management Officer on: 08/01/2007											
17. OBJ. CLASS: 41.15		18. CRS-EIN: 1436003231A3		19. FUTURE RECOMMENDED FUNDING:							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST	AMT. DIR. ASST	SUBPROGRAM CODE						
07-3770791	93.914	H3MHAD8486A0	\$ 378,174.00	\$ 0.00	N/A						

67767

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 2	Date Issued: 08/01/2007
Award Number: 1 H3MHA08486-01-00	

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NGA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NGA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants.hrsa.gov/webexternal/login.asp> to use the system. Additional help is available online and/or from the HRSA Call Center at 1-877-464-4772.

Terms and Conditions

Failure to comply with the special remarks and condition(s) may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Program Conditions:

- Due Date:** Within 90 days of Award Issue Date
 Within 90 days of Budget Start Date The grantee must submit the FY 2007 Planned Part A Minority AIDS Initiative (MAI) Allocation Table indicating the priority areas established and the dollar amount of FY 2007 MAI funds allocated to each prioritized service category, including eligible Core Medical Services. A format for the table will be sent to all grantees. Use only the categories identified on the Table. The Table must be sent electronically. Part A MAI Planned Allocation Tables will also be due within 90 days of the Budget Start Date for year-two (FY 2008) and year-three (FY 2009).
- Due Date:** Within 150 days of Award Issue Date
 The grantee must submit the FY 2007 Final Part A MAI Expenditure Table. A format for the table will be sent to all grantees. The Table must be sent electronically using the prescribed format. Final Part A MAI Expenditure Tables will also be due within 150 days of the Budget End Date for year-two (FY 2008) and year-three (FY 2009).

Program Terms:

- One copy of each Condition must be submitted electronically to the Division of Grants Management Operations (DGMO), using the e-mail address of the Grants Management Specialist listed below, concurrently with an electronic copy submitted to the Division of Service Systems (DSS), using the e-mail message address of the Program Project Officer listed below. Each e-mail submission must contain only one condition. Label each submission, using the Grantee name and the requirement exactly as it is labeled on the Notice of Grant Award, e.g., Atlanta 2007 Part A MAI Planned Allocations Report. Grantee name and Grant number must be included with each submission. Both the original and copy must be submitted on the same date.
- One copy of each Program Term with a due date must be electronically submitted to the Division of Service System (DSS) using the e-mail message address of the Program Project Officer listed below, except for the final MAI Implementation Plan (5a) listed below, which must be submitted via the Electronic Handbook. Each e-mail submission must contain only one Program Term. Label each submission exactly as it is labeled on the Notice of Grant Award. Grantee name and Grant number must be included with each submission. The original and copy must be submitted on the same date
- Each Reporting Requirement must be submitted electronically to the Division of Grants Management Operations (DGMO) and the Division of Service Systems (DSS) using the Health Resources and Services Administration (HRSA) Electronic Handbook (EHB) web portal. Each reporting Requirement submission must follow the instructions provided on the EHB website and/or in the Part A MAI Reporting Instructions provided to grantees under separate cover.
- Please be advised that your Project Officer listed below will contact you directly through an email, stating the required program submissions. Failure to respond to the Project Officer's requests for additional information may result in additional conditions and potential restriction of funds being added to a subsequent award. The communication from

67767

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 3	Date Issued: 08/01/2007
Award Number: 1 H3MHA08486-01-00	

the Project Officer will cover the following:

- a. The grantee must submit a revised FY 2007 SF 424A budget and budget narrative justification for approval that addresses Grantee Administration, Quality Management and MAI services to be provided during the budget period 8/1/2007 – 7/31/2008. All contracts must be listed on the Contractual line on the SF424A, including all contracts for Administration, and Quality Management. Budget narratives must be prepared according to instructions in the 2007 Part A MAI Application Guidance. The SF 424A Budget and Narrative must be sent electronically. Grantee will incur costs at its own risk until this condition is satisfied and removed.
 - b. A revised FY 2007 implementation plan reflecting the award amount must be submitted that addresses service categories and priorities established by the Planning Council (or grantee, in the case of new Transitional Grant Area award recipients), as reflected in your FY 2007 Planned Part A MAI Allocations Table. The MAI Plan must be submitted through the HRSA EHB web portal in accordance with instructions provided separately to all grantees. Use only Part A service categories approved by HRSA for 2007. The MAI Plan must include amounts budgeted for each service directed to each minority population; and for each service, the unduplicated total number of clients expected to be served, the planned numbers of women, infants, children and youth to be served, the planned number of service units to be provided, and planned client-level outcomes.
 - c. For the FY 2007 budget period 8/1/2007 – 7/31/2008, a Contract Review Certification (CRC) for all contracted funds in Administration, Quality Clinical Management, and HIV Services, and a consolidated list of contracts.
5. Foreign travel is not permitted.
 6. The grantee may not use more than ten (10) percent of the FY 2007 MAI grant funds for administration, accounting, reporting, program oversight and planning council activities. Indirect costs are considered administration.
 7. The grantee may not use more than five (5) percent of the FY 2007 MAI grant funds or \$3,000,000, whichever is less, for clinical quality management activities.
 8. The amount available, in the aggregate, for first-line entities to spend on administrative costs is calculated by subtracting the grantee's administrative costs and the grantee's clinical quality management costs from the total MAI grant amount and multiplying the difference by 10 percent.
 9. Refer to Condition 1. Any subsequent revisions to MAI allocations must be submitted to the DGMO along with a letter from the Planning Council Chair(s); or, for Transitional Grant Areas that do not have a Planning Council, signed by the official grantee contact.
 10. In accordance with Program Policy No. 97-03, grant funds may not be used for: 1.) outreach programs, which have HIV prevention education as their purpose exclusively, or 2.) broad-scope awareness activities about HIV services that target the general public (see the HAB website - www.hab.hrsa.gov - for information on DSS Program policies).
 11. If the grantee or a contractor uses MAI funds to purchase or reimburse for outpatient drugs, an assessment must be made to determine whether the organization's drug acquisition practices meet Federal requirements regarding cost-effectiveness and reasonableness (see 42 CFR Part 50, Subpart E, and OMB Circulars A-87 and A-122 regarding cost principles). If your organization is eligible to be a covered entity under Section 340B of the Public Health Service Act, and the assessment shows that participating in the 340B Drug Pricing Program and its Prime Vendor Program is the most economical and reasonable manner of purchasing or reimbursing for covered outpatient drugs (as defined in that section), failure to participate may result in a negative audit finding, cost disallowance, or grant funding offset.

Standard Terms:

1. All discretionary awards issued by HRSA on or after October 1, 2006, are subject to the HHS Grants Policy Statement (HHS GPS) unless otherwise noted in the Notice of Award (NoA). Parts I through III of the HHS GPS are currently available at <http://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf> and it is anticipated that Part IV, HRSA program-specific guidance will be available at the website in the near future. In addition, HRSA-specific contacts will be appended to Part III of the GPS which identifies Department-wide points of contact.

Please note that the Terms and Conditions explicitly noted in the award and the HHS GPS are in effect. Once available, Part IV, HRSA program-specific guidance will take precedence over Parts I and II in situations where there are conflicting or otherwise inconsistent policies.

67767

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 4	Date Issued: 08/01/2007
Award Number: 1 H3MHA08486-01-00	

2. The HHS Appropriations Act requires that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

3. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully:

(A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR

(B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item

....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years, or both.

4. The HHS Appropriations Act requires that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

5. Items that require prior approval from the awarding office as indicated in 45 CFR Part 74.25 [Note: 74.25 (d) HRSA has not waived cost-related or administrative prior approvals for recipients unless specifically stated on this Notice of Grant Award] or 45 CFR Part 92.30 must be submitted in writing to the Grants Management Officer (GMO). Only responses to prior approval requests signed by the GMO are considered valid. Grantees who take action on the basis of responses from other officials do so at their own risk. Such responses will not be considered binding by or upon the HRSA.

In addition to the prior approval requirements identified in Part 74.25, HRSA requires grantees to seek prior approval for significant rebudgeting of project costs. Significant rebudgeting occurs when, under a grant where the Federal share exceeds \$100,000, cumulative transfers among direct cost budget categories for the current budget period exceed 25 percent of the total approved budget (inclusive of direct and indirect costs and Federal funds and required matching or cost sharing) for that budget period or \$250,000, whichever is less. For example, under a grant in which the Federal share for a budget period is \$200,000, if the total approved budget is \$300,000, cumulative changes within that budget period exceeding \$75,000 would require prior approval. For recipients subject to 45 CFR Part 92, this requirement is in lieu of that in 45 CFR 92.30(c)(1)(ii) which permits an agency to require prior approval for specified cumulative transfers within a grantee's approved budget. [Note, even if a grantee's proposed rebudgeting of costs falls below the significant rebudgeting threshold identified above, grantees are still required to request prior approval, if some or all of the rebudgeting reflects either a change in scope, a proposed purchase of a unit of equipment exceeding \$25,000 (if not included in the approved application) or other prior approval action identified in Parts 74.25 and 92.30 unless HRSA has specifically exempted the grantee from the requirement(s).]

6. Payments under this award will be made available through the DHHS Payment Management System (PMS). PMS is administered by the Division of Payment Management, Financial Management Services, Program Support Center, which will forward instructions for obtaining payments. Inquiries regarding payment should be directed to: Payment Management, DHHS, P.O. Box 6021, Rockville, MD 20852, <http://www.dpm.psc.gov/> or Telephone Number: 1-877-614-5533.

7. The DHHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Contact: Office of Inspector General, Department of Health and Human Services, Attention: HOTLINE, 330 Independence Avenue Southwest, Cohen Building, Room 5140, Washington, D. C. 20201, Email: Htpps@os.dhhs.gov or Telephone: 1-800-447-8477 (1-800-HHS-TIPS).

D / / D /

NOTICE OF GRANT AWARD (Continuation Sheet)

Page 5	Date Issued: 08/01/2007
Award Number: 1 H3MHA08486-01-00	

8. Submit audits, if required, in accordance with OMB Circular A-133, to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132 PHONE: (310) 457-1551, (800)253-0696 toll free <http://harvester.census.gov/sac/facconta.htm>
9. EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/ocr/lep/reviselep.html>.

Reporting Requirements:

1. Due Date: Within 90 days of Budget End Date
The grantee must submit a Financial Status Report SF-269A/Short Form (<http://www.psc.gov/forms/sf>) within 90 days after the budget period end date. This report should NOT reflect cumulative reporting from budget period to budget period and must be submitted to the HRSA, Division of Grants Management Operations, 5600 Fishers Lane, Room 11A-16, Rockville, MD 20857-0001.
2. Due Date: Within 120 days of Award Issue Date
H3M - An MAI Annual Report on the use of Part A MAI funds for the budget period 8/1/2007 to 7/31/2008 must be submitted to HRSA via the EHB consistent with HRSA's Part A MAI reporting guidelines.
An MAI Annual Report will also be due within 120 days of the Budget End Date for year-two (FY 2008) and year-three (FY 2009).
3. Due Date: 03/17/2008
H3M - Acceptance of this grant award indicates the grantees assurance that it will comply with data requirements of the CADR, and that it will mandate such compliance by each of its MAI contractors and subcontractors. CADRs are due annually on March 15. Acceptance of the CADR report will reside in the CADR system.

Failure to comply with these reporting requirements will result in deferral or additional restrictions of future funding decisions.

Contacts:

Program Contact: For assistance on programmatic issues, please contact Sonya Hunt Gray at:
7A-55
HRSA/HAB/DSS
5600 Fishers Lane RM 7A-55
Rockville, MD 20857-0001
Phone: (301)443-2611
Email: SGray@hrsa.gov

Division of Grants Management Operations: For assistance on grants administration issues, please contact Janene Dyson at:
HRSA, OFAM, DGMO, GSFB
5600 Fishers Lane RM 11A-16
Rockville, MD 20857-0001
Phone: (301)443-8325
Email: jdyson@hrsa.gov
Fax: (301)594-4073

Responses to reporting requirements, conditions, and requests for post award amendments must be mailed to the attention of the Office of Grants Management contact indicated above. All correspondence should include the Federal grant number (item 4 on the award document) and program title (item 8 on the award document). Failure to follow this guidance will result in a delay in responding to your request.

Approved: November 14, 2007

ORDINANCE #67768
Board Bill No. 334

An ordinance establishing a four way stop site at the intersection of Cherokee Street and Michigan Street by regulating all east-west traffic traveling on Cherokee Street approaching such intersection and containing an emergency clause.

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

SECTION ONE. There is hereby established a four way stop site for all traffic approaching the intersection of Cherokee Street and Michigan Street by regulating all east-west traffic on Cherokee Street. The Director of Streets is hereby authorized and directed to install stop signs at said location to regulate traffic approaching this intersection.

SECTION TWO. Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 14, 2007

ORDINANCE #67769
Board Bill No. 345
Committee Substitute

An ordinance authorizing and directing the Director of Streets to close, barricade or otherwise impede the flow of traffic on the 5300 Block of Savoy Court by blocking said traffic flow at the west line of Union of Savoy Court and containing an emergency clause.

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

SECTION ONE: The Director of Streets is hereby authorized to close and barricade the west line of Union of Savoy Court.

SECTION TWO: Emergency Clause. This being an ordinance for the preservation of public peace, health and safety, it is hereby declared to be an emergency measurer within the meanings of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 14, 2007

ORDINANCE #67770
Board Bill No. 352

An Ordinance directing the Director of Streets to temporarily close, barricade, or otherwise impede the flow of traffic at the north/south alley in City Block 6120 approximately 130 feet south of the south curb line of Lillian Avenue.

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

SECTION ONE. The Director of Streets is hereby authorized to temporarily close and barricade the flow of traffic at the north/south alley in City Block 6120 approximately 130 feet south of the south curb line of Lillian Avenue.

SECTION TWO: EMERGENCY CLAUSE: This being an Ordinance for the preservation of public peace, health, and safety, it is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Approved: November 14, 2007

ORDINANCE #67771
Board Bill No. 338

An ordinance recommended and approved by the Board of Estimate and Apportionment authorizing The City of St. Louis, Missouri, to enter into a Second Amendment to Memorandum of Agreement with the Bi-State Development Agency of the Missouri-Illinois Metropolitan District and St. Louis County, Missouri, amending that certain Memorandum of Agreement dated as of November 1, 2002, as amended, for the purpose of providing funds to refund certain outstanding sales tax appropriation bonds issued by said Agency; authorizing said Agency to issue refunding obligations payable from annual appropriation of the quarter-cent sales tax levied by the City for public mass transportation purposes by Ordinance No. 63168 and other available revenues of said Agency; authorizing the City to take other necessary actions in connection with such refunding obligations; and containing an emergency clause.

WHEREAS, The City of St. Louis, Missouri (the "City") is authorized to acquire, construct, own, operate and maintain mass transportation facilities for public service and to fund the operation thereof, to acquire private property which is necessary for the purposes of the City by eminent domain, and to contract for the provision of public mass transportation with the Bi-State Development Agency of the Missouri-Illinois Metropolitan District (the "Agency"); and

WHEREAS, in 1994, the Missouri General Assembly adopted Senate Bill 432, codified as Section 94.660 of the Revised Statutes of Missouri, as amended (the "Prop M Tax Act"), which authorized the City and St. Louis County, Missouri (the "County") to levy up to a one-half cent sales tax for public transportation purposes, on approval of the voters of both the City and the County of such tax; and

WHEREAS, on August 2, 1994, a majority of the voters of both the City and the County, respectively, approved the imposition of a one-quarter cent sales tax, known as the Proposition M Sales Tax (the "Prop M Sales Tax"), for the purpose of providing a source of funds for public transportation purposes; and

WHEREAS, pursuant to Ordinance No. 63168, the City imposed a City-wide sales tax of one-quarter of one percent for public transportation purposes (the "City's Prop M Sales Tax"); and

WHEREAS, since 1994 the City and the County have annually appropriated funds received from the Prop M Sales Tax for transfer to the Agency for the purpose of funding the Agency's public transportation purposes; and

WHEREAS, pursuant to Ordinance No. 65613, the Board of Aldermen of the City found and determined that it was necessary and desirable that the Agency (1) proceed with the construction of a project including a light rail transit line, known as Segment I of the Cross-County Corridor, as well as improvements associated with the related upgrade and expansion in transit service (the "Project"), and (2) proceed with the issuance of bonds of the Agency to pay the costs of the Project and that the City enter into an agreement providing for the annual appropriation of the City's Prop M Sales Tax to the Agency for the purpose of funding the costs of the Project, paying debt service on bonds to be issued by the Agency for such purposes and funding other public transportation purposes of the Agency, and that the City take certain actions and approve the execution of certain documents in connection therewith as therein provided; and

WHEREAS, the City, the County and the Agency entered into a Memorandum of Agreement dated as of November 1, 2002 (the "Original Agreement"), as amended by a First Amendment to Memorandum of Agreement dated as of November 1, 2005 (the "First Amendment" and, as further amended by the hereinafter described Second Amendment, the "Agreement") to provide for the issuance of bonds by the Agency to provide funds to finance the Project, to provide for the application of the proceeds of such bonds to pay the costs of the Project and to provide a source of repayment for such bonds; and

WHEREAS, on November 21, 2002, the Agency issued \$100,000,000 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002A (the "Series 2002A Bonds"), \$313,305,000 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002B (the "Series 2002B Bonds") and \$816,760.73 original principal amount of Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2002C (the "Series 2002C Bonds" and together with the Series 2002A Bonds and the Series 2002B Bonds, the "Series 2002 Bonds") to finance a portion of the costs of the Project; and

WHEREAS, on November 2, 2005, the Agency issued \$150,000,000 original principal amount of Subordinate Mass Transit Sales Tax Appropriation Bonds (MetroLink Cross County Extension Project) Series 2005A (the "Series 2005A Bonds" and together with the Series 2002 Bonds, the "Agency Bonds") to finance the costs of completion of the Project; and

WHEREAS, on _____, 2007, the Board of Estimate and Apportionment recommended and approved the adoption of the hereinafter described Second Amendment and the issuance by the Agency of bonds to provide funds to refund the Series 2002B Bonds maturing on October 1, 2008 and October 1, 2009; and

WHEREAS, the Board of Aldermen of the City finds and determines that it is necessary and desirable that the Agency proceed with the issuance of not to exceed \$22,500,000 Mass Transit Sales Tax Appropriation Refunding Bonds (MetroLink Cross County Extension Project) Series 2007 (the "Series 2007 Bonds"), on a parity with the Series 2002 Bonds, to provide funds to refund the Series 2002B Bonds maturing on October 1, 2008 and October 1, 2009 and that the City enter into a Second Amendment to Memorandum of Agreement dated as of December 1, 2007 with the County and the Agency (the "Second Amendment"), to provide for the issuance by the Agency from time to time of sales tax appropriation bonds (including the Series 2007 Bonds) to refund all or any portion of the Agency Bonds (the "Refunding Bonds") and to provide a source of repayment for the Refunding Bonds; and that the City take certain actions and approve the execution of certain documents in connection therewith as herein provided.

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

Section ONE. Authorization of Second Amendment to Memorandum of Agreement. The City is hereby authorized to enter into, and the Mayor, Comptroller and Register are authorized and directed to execute on behalf of the City, the Second Amendment among the County, the Agency and the City and consented to by The Bank of New York Trust Company, N.A., as Trustee, Financial Security Assurance Inc. and WestLB, AG, acting through its New York Branch, in substantially the form filed in the office of the Register of the City, with such changes therein as shall be approved by the officers of the City executing such document, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof. The Agreement provides for the annual appropriation of the City's Prop M Sales Tax to the Agency for the purpose of providing funds to pay the costs of the acquisition, design, construction, equipping, operation, development and financing or refinancing of the Project, paying debt service on bonds, notes or other obligations issued or to be issued by the Agency to finance or refinance the Project, including the Refunding Bonds, and funding other public transportation purposes of the Agency.

SECTION TWO. Approval of Agency's Series 2007 Bonds. The Agency is hereby authorized to issue and sell its Series 2007 Bonds on a parity with the Series 2002 Bonds for the purpose of providing funds to advance refund the Series 2002B Bonds maturing on October 1, 2008 and October 1, 2009. The Series 2007 Bonds shall bear such dates, shall mature at such times and in the amounts, shall be in such denominations, shall bear interest at such rates, shall be in such forms, shall be subject to redemption, shall have such other terms and provisions, covenants and agreements, as approved by the Board of Commissioners of the Agency.

SECTION THREE. Limited Obligations. The Series 2007 Bonds and the interest thereon shall be special, limited obligations of the Agency payable solely out of the funds annually appropriated by the City and the County from the Prop M Sales Tax pursuant to the Agreement on a parity with the Series 2002 Bonds and other funds of the Agency designated for the Project, and the Agency's receipts from such funds shall be pledged and assigned on a parity to the Series 2002 Bonds to the owners of the Series 2007 Bonds as security for the payment thereof. The Series 2007 Bonds and the interest thereon shall not be a debt of the County, the City or the State of Missouri, and neither the County, the City, nor said State shall be liable thereon, and the Series 2007 Bonds shall not constitute an indebtedness within the meaning of any constitutional, statutory or charter debt limitation or restriction.

SECTION FOUR. Further Authority. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City pursuant to the Agreement and with respect to the Refunding Bonds. The Mayor, Comptroller, President of the Board of Aldermen, and other officials of the City are hereby authorized and directed, through the term of the Agreement, to execute all documents on behalf of the City as may be required or desirable to carry out and comply with the intent of this Ordinance and the Agreement.

SECTION FIVE. Emergency Clause. This ordinance, being necessary for the immediate preservation of the public peace, health and safety, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and, as such, this ordinance shall take effect immediately upon its passage and approval by the Mayor.

ADOPTED this _____ day of _____, 2007.

Approved: November 19, 2007

ORDINANCE #67772
Board Bill No. 342
Floor Substitute

An ordinance recommended by the Board of Public Service vacating a 15 foot wide airstrip above 18th Street north of Gratiot Street adjoining City Blocks 452 and 456 as hereinafter described and authorizing construction of apportion of a structure in the vacated area under certain terms and conditions and containing an emergency clause.

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

SECTION ONE: Subject to the terms and conditions hereinafter set forth the “air rights” or “air space” above that portion of 18th Street which is described as follows:

A 15 feet wide strip of land being part of the right-of-way of 18th Street situated between City Block 456 and City Block 452 in St. Louis City, Missouri, and being more particularly described as follows:

Commencing for reference at a point being the northeast corner of City block 456, thence along the west line of said 18th Street, south 13 degrees 08 minutes 35 seconds west, a distance of 184.51 feet to the point of beginning of the strip of land described herein; thence south 79 degrees 32 minutes 58 seconds east, a distance of 83.09 feet to a the west line of said City Block 452; thence along said west line, south 13 degrees 08 minutes 35 seconds west, a distance of 15.02 feet to a point; thence north 79 degrees 32 minutes 58 seconds west, a distance of 83.09 feet to a point in the said west line of 18th Street ; thence along said west line north 13 degrees 08 minutes 35 seconds east, a distance of 15.02 feet to the point of beginning. The above description encompasses an area beginning at elevation 473 feet (USGS DATUM) to a ceiling of 507 feet.

shall be and is hereby vacated. Any right, title or interest owned or claimed by the City of St. Louis therein is hereby relinquished, except as herein provided.

SECTION TWO: Union Electric Co. (d/b/a AmerenUE) will use vacated airspace to construct a pedestrian bridge. The bridge will be a minimum of 16’ 6” above 18th Street.

SECTION THREE: An appropriate application shall be filed with the Building Division and there shall be submitted detailed plans for the erection, construction and use of the buildings, structures and related facilities which are to be constructed over the areas described in Section One.

SECTION FOUR: Notwithstanding any provisions of the Revised Code of St. Louis or the Ordinances of the City of St. Louis to the contrary, the Board of Public Service and the Building Division are hereby authorized and directed to issue building permits for the erection, construction and use of buildings, structures and related facilities, as well as any future additions, alterations or improvements thereto and renewals and rebuildings thereof, in the areas vacated pursuant to the provisions of Section One hereof when the Building Division shall find that:

1. The proposed plans and specifications of such buildings, structures and related facilities are such that said buildings, structures and related facilities will be located within the boundaries of the areas vacated by Section One.
2. The proposed manner of construction pursuant to the proposed plans and specifications of such buildings, structures and related facilities shall be such as to not unduly interfere with traffic on the public right-of-way.
3. Materials proposed in the plans and specifications to be used in constructing the said buildings, structures and other facilities shall be such as are customarily used in projects of this type involving construction over highway rights-of-way.

SECTION FIVE: The present owners and any successors and assigns of the ownership of the real property abutting the areas described in Section One shall be bound by the following terms and conditions:

1. They shall indemnify and hold harmless the City of St. Louis against any liability, loss of damage arising out of, or in connection with the construction, maintenance and occupancy of the buildings, structures and related facilities above the public right-of-way.

2. All construction of and repair and maintenance to the exterior portions of the buildings, structures and related facilities above the public right-of-way shall be performed only at such times and by such methods as Board of Public Service shall permit, except in the case of an emergency.

3. No advertising signs, displays or devices shall be placed above the public right-of-way unless approved by the Board of Public Service.

4. No hazardous or unreasonably objectionable smoke, fumes, vapor or odor shall be permitted to descend to the grade line of the public right-of-way.

5. All buildings, structures and related facilities over the public right-of-way shall be properly maintained so as to safeguard adequately said buildings, structures and related facilities against fire and other hazards.

6. The City of St. Louis or its authorized agent shall have the reasonable right to enter into and inspect all buildings, structures and related facilities maintained over the public right-of-way.

7. All buildings, structures and related facilities located over the public right-of-way shall comply with all regulations imposed by the City of St. Louis to protect against fire and other hazards which would impair the use and safety of the public right of way.

8. In the use of the air space over the public right-of-way, all necessary and appropriate safeguards to protect the public right-of-way shall be provided.

9. All construction in, and use of, the air space over the public right-of-way shall be in compliance with the rules, regulations and requirements established by the Department of Streets of the City of St. Louis.

10. Upon completion of the construction of the buildings, structures and related facilities contemplated hereby, the present owners or its successors and assigns shall furnish the City of St. Louis evidence of fire and extended coverage insurance and public liability insurance during the time the air space over the public right-of-way shall be occupied by the aforementioned buildings, structures or related facilities and such policies of insurance shall be in such reasonable amounts as set by Board of Public Service and shall contain a provision waiving subrogation against the City of St. Louis.

SECTION SIX: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. Once the Board of Public Service has accepted the affidavit, the Director of Streets will give notice to have the affidavit and mylar recorded. If the affidavit is not recorded within the prescribed time, the ordinance will be null and void.

Approved: November 19, 2007

**ORDINANCE #67773
Board Bill No. 348**

An ordinance authorizing and directing the Mayor and Comptroller of the City of St. Louis to execute, upon receipt of and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and other good and valuable consideration, a Quit Claim Deed to remise, release and forever quit-claim unto Hurwitz Holdings, LLC, certain City-owned property located in Outlot 101, which property is known as a portion of 2899 Hamilton Avenue, and containing an emergency clause.

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

SECTION ONE. The Mayor and Comptroller are hereby authorized and directed to execute, upon receipt of and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) and other good and valuable consideration, a Quit Claim Deed, attached hereto as Exhibit A, to remise, release and forever quit-claim unto Hurwitz Holdings, LLC, certain City-owned property located in Outlot 101, which property is known as a portion of 2899 Hamilton Avenue, and which is more fully described in said Exhibit A.

SECTION TWO. Emergency Clause. This ordinance, being necessary for the immediate preservation of public peace, health, safety, and general welfare, shall be and is hereby declared to be an emergency measure within the meaning of Sections 19

Notary Public

State of Missouri)
) ss.
City of St. Louis)

On this ____ day of _____ 2007, before me appeared Howard I. Hurwitz, to me personally known, who being by me duly sworn did say that he is a member of the board of directors of Hurwitz Holdings, LLC, a Missouri limited liability company, and that he is authorized to execute this Quit-Claim Deed on behalf of said limited liability company under the authority of its board of directors, and acknowledged that he executed said instrument as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

Exhibit A

A tract of land in Outlot 101 of the City of St. Louis, Missouri, and more particularly described as follows:

Commencing at a point being the southeast corner of the intersection of Hamilton Avenue and St. Louis Avenue; thence along the westerly prolongation of the southern line of St. Louis Avenue 61.91 feet to a point on the western line of Hamilton Avenue; thence along the northerly prolongation of the western line of Hamilton Avenue 62.69 feet to a point; thence north 60 degrees 18 minutes 30 seconds west a distance of 430.89 feet to a concrete monument, being the point of beginning of the herein described tract; thence, north 29 degrees 24 minutes 36 seconds east and along the western line of a tract of land conveyed to Allan D. Roodman and recorded in Deed Book 1357 page 1522, a distance of 40.00 feet to a point, said point being the southeast corner of tract of land conveyed to Hurwitz Holdings, LLC, and recorded in Daily Date: 6/8/2007, Daily Number 122; thence, north 60 degrees 18 minutes, 30 seconds west and along the southern line of said Hurwitz Holdings, LLC tract, a distance of 432.70 feet to a point; thence south 73 degrees 37 minutes 59 seconds west a distance of 55.55 feet to a point; thence south 60 degrees 18 minutes 30 seconds east a distance of 471.44 feet to the point of beginning, said tract containing 0.415 acres more or less.

Approved: November 19, 2007

**ORDINANCE #67774
Board Bill No. 351
Committee Substitute**

An ordinance relating to public safety; imposing, under and by the authority of Section 92.500 RSMo , subject to the approval of the voters, a one-half of one percent sales tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo, solely for the purpose of providing revenues for the operation of public safety departments, including police and fire departments, in addition to any and all other sales taxes allowed by law; submitting to the qualified voters of the City of St. Louis a proposal to impose such tax; providing for an election and the manner of voting thereat; providing that if such question shall receive the votes of a majority of the voters voting thereon that such tax shall be authorized and in effect as provided in Section 92.500 RSMo; and containing an emergency clause.

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

SECTION ONE. Under and by the authority of Section 92.500 RSMo, there is hereby imposed, subject, however, to the approval of the qualified voters as hereinafter provided, a one-half of one percent sales tax on all retail sales made in the City of St. Louis, solely for the purpose of providing revenues for the operation of public safety departments, including police and fire departments, in addition to any and all other sales taxes allowed by law.

SECTION TWO. The following question is hereby submitted to the qualified voters of the City of St. Louis and shall be voted upon at an election to be held as hereinafter provided. The question shall read substantially in words and figures as follows:

Shall the City of St. Louis impose a sales tax at a rate of one half of one percent , solely for the purpose of providing revenues for the operation of public safety departments of the city including hiring more police

officers, police and firefighter compensation, prosecuting more criminals, nuisance crimes and problem properties, and funding police and fire pensions?

[] [YES] [] [NO]

If you are in favor of the question, place an [X] in the box opposite [YES]. If you are opposed to the question, place and [X] in the box opposite [NO].

SECTION THREE. The foregoing question shall be submitted to the qualified voters at an election called and to be held on Tuesday, the fifth (5th) day of February, 2008, and if the question shall receive in its favor the votes of a majority of the voters voting thereon, the tax shall be authorized and shall become effective as provided in Section 92.500 RSMo. The qualified voters may, at such election, vote a ballot in substantially the following form:

Shall the City of St. Louis impose a sales tax at a rate of one half of one percent, solely for the purpose of providing revenues for the operation of public safety departments of the city including hiring more police officers, police and firefighter compensation, prosecuting more criminals, nuisance crimes and problem properties, and funding police and fire pensions?

[] [YES] [] [NO]

If you are in favor of the question, place an [X] in the box opposite [YES]. If you are opposed to the question, place and [X] in the box opposite [NO].

SECTION FOUR. The Board of Election Commissioners of the City of St. Louis shall provide notice of such election, shall provide the ballots or voting machines, or both, and conduct the election and shall ascertain the results thereof, all according to the laws regulating such elections. Upon approval of this ordinance, it shall be published once in the City Journal. Proof of publication of this ordinance shall be made by affidavit of the City Register and such affidavit shall be filed in the office of the City Register and a copy of said publication shall be attached thereto.

SECTION FIVE. The provisions of Section 92.500 RSMo are adopted and incorporated herein by reference as if fully set forth.

SECTION SIX. The tax imposed pursuant to the provisions of this Ordinance shall be a tax on all retail sales made in the City of St. Louis which are subject to taxation under the provisions of Sections 144.010 to 144.525 RSMo.

SECTION SEVEN. All revenue returned to the City of St. Louis from the tax authorized by this Ordinance pursuant to Section 92.500 RSMo. shall be deposited with the treasurer of the City and all expenditures thereof shall be by an appropriation ordinance.

SECTION EIGHT. This being an ordinance providing for the submission of a question to the voters, it is hereby declared to be an emergency ordinance as provided by Article IV, Section 20 of the Charter of the City of St. Louis, and shall be effective immediately upon approval by the Mayor or its approval over his or her veto.

Approved: November 19, 2007

**ORDINANCE #67775
Board Bill No. 353**

An ordinance authorizing and directing the Director of the Department Health, on behalf of the City of St. Louis, to accept a Grant Award from the Missouri Foundation for Health in the amount of \$773,160.00 and to expend those funds for the purpose of funding infrastructure improvements as set forth in the Grant Application and Grant Agreement and attached as Exhibit A and Exhibit B; appropriating said funds and authorizing the Director of the Department of Health, upon approval of the Board of Estimate and Apportionment, to expend such funds as permitted by the Grant Award and Grant Award Agreement; and containing an Emergency Clause.

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

SECTION ONE. The Director of the Department of Health, on behalf of the City of St. Louis, is hereby authorized to accept a Grant Award from the Missouri Foundation for Health and to enter into a Grant Award Agreement for funds in the amount

of \$773,160.00 which will be used to make infrastructure improvements as set forth in Exhibit A, the Grant Application. Said Grant Agreement shall be substantially in words and figures the same as the attached Grant Agreement, which are made part of this Ordinance and are on file in the Register's Office.

SECTION TWO. The Director of the Department of Health is hereby authorized and directed, upon approval of the Board of Estimate and Apportionment, to expend the funds, which are appropriated for said purposes, by entering into contracts or agreements pursuant to the Grant Award, in a manner that is consistent with the provisions of the Grant Award Agreement.

SECTION THREE. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, public health and safety, it is hereby declared to be an immediate measure within the meaning of Section 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

**Attachment A.
Application
Local Health Department Infrastructure Enhancement Application.**

6777

Missouri Foundation for Health Local Health Department Infrastructure Enhancement 2007				For Internal Use Only: Date Received: <u>10/10/07</u> Reference Number: <u>07-0337-CHD</u>	
Name of Health Department: City of St. Louis Department of Health		Address: 634 N. Grand Boulevard, Suite 910			
Legal Name (if different than Applicant Organization Name):		City: St. Louis	State: MO	Zip: 63103	
Primary Contact and Title: Renee White, Senior Technical Support Specialist II		Secondary Contact and Title:			
Telephone (Area Code): (314) 612-5142		Telephone (Area Code):			
Email Address: WhiterE@stlouiscity.com		Email Address:			
Fax (Area Code): (314) 612-5105		Fax (Area Code):			
Employer ID Number/Federal Tax ID Number: 43-6003231		Website Address (if applicable):			
Printed name and title of person authorized to sign a grant award agreement: Name: Pam Walker, MPA Title: Interim Director of Health					
Instructions: 1. Enter all required information, sign and date. 2. Return to: MFH, Attn: LHDIE Project, 1000 St. Louis Union Station, Suite 400, St. Louis, MO 63103. Application must be postmarked no later than October 10, 2007 . 3. Questions should be directed to: Your Program Officer (See corresponding map with designated Regional Area Program Officers).					
Allowable Use of Enhancement Funding: Please designate the areas for which funds will be utilized and estimate a percentage of the total amount.			Non-Allowable Use of Funding:		
<input checked="" type="checkbox"/> Information technology (computer equipment/software) <u>91</u> % <input checked="" type="checkbox"/> Communication <u>2</u> % <input type="checkbox"/> Transportation capital costs _____% <input checked="" type="checkbox"/> Monitoring/diagnostic equipment <u>7</u> % <input type="checkbox"/> Educational equipment (television, DVD player) _____% <input type="checkbox"/> Furniture and equipment for service sites _____% <input type="checkbox"/> Renovations related to improved services to clients _____%			<ul style="list-style-type: none"> • Operational expense (e.g. supplies, utilities, rent) • Transportation vouchers/travel expenses • Staff education • Pamphlets • Salaries/benefits • Other overhead expenses • Real estate purchases 		
MFH Award Process: 1. The grant award amount will be assigned by MFH based on 2005 population data. (\$50,000 base plus estimated \$2.00 per capita). 2. Grant funds will be disbursed based on amount of the award, less than \$100,000 over 12 months, \$100,001 to \$300,000 over 24 months and greater than \$300,001 over 36 months. 3. A grant award agreement will be sent to grantees outlining the disbursement schedule and documentation requirements for reporting purposes. (All grants will begin in either November or December 2007) 4. A report detailing how MFH funds were used will be required at the end of the grant period. Instructions will be included in Attachment C of your Grant Award Agreement.					
By completing and signing this form, I attest the Health Department has no alternative funding source for these enhancements.					
Printed Name of Health Department Administrator: Pam Walker, MPA			Title: Interim Director of Health		
Signature of Administrator:			Date:		

67775 1



FRANCIS G. SLAY
Mayor

PAMELA RICE WALKER, MPA
Interim Director of Health

MELBA R. MOORE, MS
Commissioner of Health

City of St. Louis Department of Health

Email: health@stlouis.missouri.org
Website: <http://stlouis.missouri.org/citygov/health>



634 N. Grand Blvd.
PO Box 14702
St. Louis, Missouri 63178

Phone: (314) 612-5100
Fax: (314) 612-5105

October 9, 2007

Missouri Foundation for Health
Attn.: LHDIE Project
1000 St. Louis Union Station, Suite 400
St. Louis, Missouri 63103

Dear Program Officer:

We are pleased to respond to your invitation to apply for your special funding program for 2007 – Local Health Department Infrastructure Enhancement. The St. Louis City Department of Health works to improve community health through assessment, assurance and policy development related to the ten essential services of public health as defined by the Centers for Disease Control and Prevention.

The St. Louis City Department of Health is interested in supplementing our budget to enhance information technology; telecommunications; and diagnostic and monitoring equipment. Our proposed use of the funds is as follows:

1. A paperless record keeping system for converting existing records to an electronic version for retrieval needs, updates, and portability of access. The implementation of a paperless system is vital to the current City plan for meeting the Sunshine requirements and laws related to records retention. The computerized records management system will provide secure data storage of all paper records to a digital media format and will serve doctors, lawyers and the public at large in their need for timely records.
2. We will implement wireless technology using hand-held units to issue citations, notices of violation, and take signatures in the field. This will reduce duplication of data-entry and/or paper and will eliminate the need to transport and stow laptop computers and printers into the field to complete environmental inspections. A web-based system will allow information to be securely accessed in real-time, from any location, on any web-enabled device.

67775

3. Upgrade existing desktop PC systems, laptops, and servers to bring City of St Louis Health Department to one common MS Windows platform in the first year of grant. Within the next three years, all data collection and capture at the Health Department will be web based. To guarantee access, data will be duplicated off-site on "mirrored" file servers in real-time. This can be done in-house, or by contract with outside web hosting vendors. In times of emergency, such as a major earthquake, pandemic weather or terrorist event, enhanced information technology allows DOH staff access to data and information from any location.
4. Enhance the humane trapping program, assisting with safely apprehending stray and feral animals running at large. The equipment will promote safety to the public and officers handling dangerous animals.

Again, thank you for the opportunity to apply for the Local Health Department Infrastructure Enhancement. If granted, these funds will greatly enhance our ability to continue serving the citizens of the City of St. Louis.

Sincerely,



Pamela Walker, MPA
Interim Director of Health

67775,

**LOCAL HEALTH DEPARTMENT INFRASTRUCTURE ENHANCEMENT
GRANT AWARD AGREEMENT 07-0337-LHD-07**

THIS LOCAL HEALTH DEPARTMENT INFRASTRUCTURE ENHANCEMENT GRANT AWARD AGREEMENT ("Agreement") is made and entered into this 1st day of December, 2007 by and between The Missouri Foundation for Health ("Foundation") and City of St. Louis Department of Health ("Grantee").

WHEREAS, Grantee has submitted an application to Foundation received on October 10, 2007 (the "Application") for Infrastructure Enhancement funding (the "Project"); and

WHEREAS, Foundation agrees to make a grant to Grantee for \$773,160 to fund the Project, subject to the terms and conditions set forth herein (the "Grant").

NOW, THEREFORE, the parties agree as follows:

1. Scope of Project. Grantee shall use funding for infrastructure improvements as set forth in the Application, a copy of which is provided as Attachment A and which is incorporated by this reference as if fully recited herein.
2. Project Period. The Project has been approved for a period of 36 months beginning December, 2007 (the "Project Period").
3. Extension of Project Period. Local Health Department Infrastructure Enhancement grant awards cannot be extended.
4. Disbursement Schedule. Foundation will disburse Grant funds pursuant to the following schedule, contingent on receipt and approval of Interim and Final Reports:

<u>Amount</u>	<u>On or About</u>
\$ 122,417	12/2007
122,417	06/2008
122,417	12/2008
122,417	06/2009
122,417	12/2009
122,417	06/2010
38,658	01/2011

This Disbursement Schedule provides for a disbursement of five percent (5%) of Grant funds upon receipt and acceptance by Foundation of the Final Expenditure and Final Project Status Report (see Item 6.).

The Foundation, in its sole discretion, reserves the right to alter the above disbursement schedule at any time and to impose such conditions upon disbursements as it may, in its discretion, deem necessary.

LHDIEGAA 101507

67775

5. Expenditures. Infrastructure Enhancement funds may be used only to supplement health department budgets for infrastructure improvements such as for items supporting information technology and telecommunications, laboratory equipment, diagnostic and monitoring items, and transportation.

Program funds may not be used for staff compensation (salary and benefits) or for general operating expenses.

6. Interim and Final Reports. Grantee agrees to deliver to the Foundation Grants Manager both detailed Expenditure Reports and Project Status Reports in a format acceptable to Foundation on the dates specified in the following schedule:

<u>Due Date of Expenditure Reports And Project Status Reports</u>	<u>For Period</u>
06/15/08	12/07 – 05/08
12/15/08	06/08 – 11/08
06/15/09	12/08 – 05/09
12/15/09	06/09 – 11/09
06/15/10	12/09 – 05/10
12/31/10	06/10 – 11/10

Interim Expenditure Reports shall document actual expenses by type of expense.

Interim Project Status Reports shall include a narrative account of accomplishments resulting from the expenditure of Grant funds. The narrative will include an assessment of the utilization of purchased capital; including, but limited to tests conducted, individuals supported, and programs sustained as a direct or indirect result of funding.

In addition to the foregoing, a Final Expenditure Report and Final Project Status Report are due after the conclusion of the Project Period. The Final Expenditure Report shall document actual expenses by type of expense for the entire Project Period. Appropriate documentation (paid invoices) to support expenses shall be provided with the Final Expenditure Report.

The Final Project Status Report will be a narrative account of accomplishments and impact to the agency or community served resulting from the expenditure of Grant funds.

7. Records. Although the Grant funds need not be segregated, Grant funds and records of receipts and expenditures must be shown separately on Grantee's books for ease of reference and verification. Such records as well as copies of reports submitted to Foundation shall be retained by Grantee for at least four years following completion of the Project Period.

67775,

8. Foundation Right to Review and Evaluate. Foundation may review and conduct an evaluation of the Project funded by this Grant, which may include one or more visits from Foundation personnel to observe the Project, discuss the Project with Grantee's personnel and review financial and other non-patient records and materials connected with the activities financed by this Grant. All financial and other non-patient records relating to the Project shall be made available at Grantee's regular place of business for inspection by Foundation personnel, or its designated representative, at reasonable times. Grantee will receive notice of Foundation's review findings and shall, at the discretion of Foundation, be given an opportunity to correct any non-compliance issues. If Grantee fails to correct any non-compliance issues within the time period specified by Foundation, Foundation may exercise its rights as set forth in paragraph 11 of this Agreement.
9. Maintaining Tax Status. Grantee shall maintain the Internal Revenue Service tax code status that it had when submitting the Application throughout the duration of the Project Period unless otherwise approved by Foundation.
10. Title to Property Acquired with Grant Funds. Title to all tangible personal property, fixtures or equipment purchased with Foundation funds ("Grant Funded Property"), shall be vested in Grantee.
11. Foundation's Right to Return of Funds or Property. Any Foundation funds not used by Grantee for the purposes of the Project remain the property of Foundation and shall be promptly returned to Foundation at the conclusion of the Project Period. Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of unexpended Grant funds or Grant funds which were not applied in accordance with the terms of this Agreement.
12. Publicity/Use of Project Results. All publicity associated with the Project must clearly identify The Missouri Foundation for Health as a funding source using the following statement:
- "Funding for this project was provided ["in whole" or "in part"] by The Missouri Foundation for Health. The Missouri Foundation for Health is a philanthropic organization whose vision is to improve the health of the people in the communities it serves."
13. Termination of Grant by Foundation. The Foundation, in its sole discretion, may terminate this Agreement and permanently withhold the payment of all or a portion of the Grant funds if: (a) Grantee fails to meet the conditions set forth in this Agreement and the Application; (b) Grantee's federal income tax status changes; or (c) Grantee dissolves.

If the Grant is terminated prior to the end of the Project Period, Grantee shall: (a) provide Foundation with a full accounting of the receipt and disbursement of

67775 1

Grant funds for the Project through the effective date of termination, (b) repay, within 30 days of the effective date of termination, all Grant funds which were not expended on or prior to the effective date of termination and all Grant funds which were expended prior to the date of termination of the Grant but which expenditures relate to a phase of the Project allocable to a time period after the effective date of termination.

Nothing contained in this paragraph shall limit or prevent Foundation from taking legal action to seek repayment of Grant funds already expended by Grantee which were not applied in accordance with the conditions in this Agreement.

14. Relationship of Parties. Foundation and Grantee agree that this Grant does not create a principal-agent relationship of any type between the parties and that Grantee will not, by act of omission or commission, foster any belief on the part of third parties that such relationship exists.
15. Indemnification. Foundation is a funding source only and does not participate in or direct any of the activities or services of Grantee. Accordingly, Grantee understands and agrees that Foundation, its directors, officers, employees and agents will not be liable for any of Grantee's contracts, torts, or other acts or omissions, or those by Grantee's directors, officers, members, employees or funded-activity participants. Grantee understands and agrees that Foundation's insurance policies or self-insurance plans do not extend to or protect Grantee nor Grantee's directors, officers, members, staff or funded-activity participants. Grantee understands and agrees that Foundation will not provide any legal defense for Grantee or any such person in the event of any claim against any or all of them. Unless prohibited by law, Grantee shall hold Foundation harmless from all liability, including but not limited to costs of defense, from the contracts, torts or other acts or omissions of the Grantee, its employees, directors, officers, employees or funded activity participants in any way connected with any activity of Grantee including but not limited to the funded activity.
16. Authority and Validity. Each individual executing this Agreement on behalf of Grantee warrants that he has full power and authority to execute this Agreement on behalf of such organization. Grantee further warrants that this Agreement constitutes the valid and binding obligation of Grantee, enforceable in accordance with its terms.
17. Nondiscrimination. Grantee agrees that in providing services under the Project, Grantee will not discriminate on the basis of race, color, sex, national origin, religion, age, disability, sexual orientation, or veteran status either in its employment practices or in its policies and procedures concerning access to services.
18. No Guarantee of Future Funding. Provision of this Grant does not imply any future funding commitment by Foundation.

677757

19. Lobbying. By accepting this grant, Grantee agrees that these funds will be used exclusively for exempt purposes and will not be used to carry on propaganda, or otherwise attempting to influence legislation or to participate in any political campaign on behalf of any candidate for office.
20. Entire Agreement. This Grant Award Agreement and all Attachments constitute the entire Agreement between the parties regarding the Project and supercede all previous related understandings or written or oral agreements between the parties.
21. Amendment. Unless otherwise permitted herein, any alteration in the terms of this Agreement must be in written form and must be signed by both Foundation and Grantee.
22. Applicable Laws. The provisions of this Agreement shall be construed and enforced according to the laws of the State of Missouri.
23. Gender and Number. Masculine pronouns include the feminine as well as the neuter genders, and the singular shall include the plural, unless indicated otherwise by the context.
24. Headings. The paragraph headings contained herein are for convenience of reference only, and shall not be construed as defining or limiting the matter contained thereunder.

67775

IN WITNESS WHEREOF, we have executed this Agreement as of the date first above written.

City of St. Louis Department of Health

By: _____
Pam Walker, MPA
Interim Director of Health

The Missouri Foundation for Health

By: _____
James R. Kimmey, M.D.
President and Chief Executive Officer

Attachments to Agreement:

- A. Local Health Department Infrastructure Enhancement Application

ORDINANCE #67776
Board Bill No. 323

An ordinance recommended by the Board of Public Service to vacate and abolish the public surface rights for vehicle, equestrian and pedestrian travel on a tract of land being the easternmost 260 feet of a 16 feet wide East-West alley in City Block 3946, same bounded by Papin, Pacific, Chouteau, and Vandeventer in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE. The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

A tract of land being the easternmost 260 feet of a 16 feet wide East-West alley in City Block 3946, of the City of St. Louis; said being more particularly described as follows:

Commencing at the intersection of the western line of Pacific Avenue 50 feet wide, with the northerly line of Chouteau Avenue 110 feet wide; thence along the western line of Pacific Avenue North 14 degrees 50 minutes 18 seconds East 120.42 feet to the intersection of the western line of Pacific Avenue and the southern line of the East-West alley and said point being the true point of beginning; thence North 74 degrees 46 minutes 17 seconds West 260.09 feet along the southern line of the alley to the southern prolongation of the eastern line of the 16 feet wide North-South alley, thence North 14 degrees 46 minutes 6 seconds East 16 feet to the northern line of the East-West alley where it intersects the eastern line of the North-South alley, thence South 74 degrees 46 minutes 17 seconds East 259.98 feet along the northern line of the East-West Alley to a point on the western line of Pacific Avenue; thence South 14 degrees 50 minutes 18 seconds West 16 feet along the western line of Pacific Avenue to the point of beginning and containing 4,160 square feet or 0.10 acres, more or less.

are, upon the conditions hereinafter set out, vacated and abolished.

SECTION TWO. Sterling Lacquer Manufacturing Company and Bellon Holding Company, d/b/a Bellon Wrecking and Salvage Company will consolidate and divide the property for commercial/retail use.

SECTION THREE. All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated alley are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR. The owners of the land may at their election and expense remove the surface pavement of said vacated alley provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE. The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners' interests more than is reasonably required.

SECTION SIX. The owners shall not place any improvement upon, over or in the land traversed by the rights-of-way without a lawful permit from the City and written consent of the utilities, governmental service entities and franchise holders, present or future; and such consent together with the terms and conditions thereof shall be filed in writing with the Board of Public Service and approved by such Board prior to the undertaking of any such construction concerning the rights-of-way.

SECTION SEVEN. The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of any such removal.

SECTION EIGHT. In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified and it in turn will remove said curbing or cobblestones at the current removal price.

SECTION NINE. This ordinance shall be ineffective unless within sixty (60) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed one hundred twenty (120) days from approval or override, the owners of the land subservient to the rights-of-way concerned shall deposit a sum with the Comptroller of the City of St. Louis for the use and benefit of the City Water Division estimated by said Division to be sufficient to cover the full expense of removal and relocation of Water facilities, if any; further, such owners shall within said time deposit an additional sum of money with the Comptroller of the City of St. Louis for the use and benefit of the City Traffic and Lighting Division of the Street Department estimated by said Division to be sufficient to cover the full expense of removal of all lighting facilities, if any; upon such deposits being made to the benefit of the Water Division and the Traffic and Lighting Division, they shall proceed as is reasonably expedient to accomplish all work required and all useful access and occupation shall be accorded, further, such owners shall within said time deposit an additional sum with the Comptroller of the City of St. Louis estimated by the said Board of Public Service as sufficient to defray the expenses required for the adjustment of the City's streets including curbs, sidewalks, driveways, roadway drainage connections and inlets, grading, paving sidewalks and roadways and road signage; provided further that said owners shall, under the direction of the Director of Streets of the City of St. Louis, accomplish the aforesaid adjustments, at their own expense, but in the event said owners fail to accomplish such within allowable time, according to the direction of the Director of Streets, said Director shall cause the same to be performed and upon his certification of expenses, the Comptroller shall appropriate said deposit, or so much thereof as required to defray such expenses to the City or others; no claims or demands whatever arising out of such vacation or adjustment shall be made or prosecuted by owners, their heirs, successors or assigns; and the Comptroller after determining the total cost of the foregoing to the City shall return any unexpended part of said deposits to the owners.

SECTION TEN. An affidavit stating that all of the conditions of this ordinance have been or will be fulfilled and/or complied with must be submitted to the Board of Public Service for acceptance 365 days (1 year) from the day of the signing and approval of this ordinance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: November 19, 2007

**ORDINANCE #67777
Board Bill No. 335**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate 10th Street as "Judge Clyde S. Cahill Jr. Sq."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, Tenth Street shall hereafter be honorarily designated as "Judge Clyde S. Cahill Jr. Sq." The Director of Streets shall erect honorary street-name signs at the intersection of Walnut and 10th Streets and Clark and 10th Streets, which signs shall read "Judge Clyde S. Cahill Jr. Sq."

Approved: November 19, 2007

**ORDINANCE #67778
Board Bill No. 336**

An ordinance authorizing and directing the Street Commissioner to take all necessary actions to honorarily designate 8th Street as "Stan the Man Musial Drive."

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

SECTION ONE. Pursuant to the provisions of Ordinance 65233, Eighth Street shall hereafter be honorarily designated as "Stan the Man Musial Drive." The Director of Streets shall erect an honorary street-name sign at the intersection of 8th and Spruce Streets, which sign shall read "Stan the Man Musial Drive."

Approved: November 19, 2007

**ORDINANCE #67779
Board Bill No. 350**

An ordinance recommended by the Board of Public Service to vacate public surface rights for vehicle, equestrian and pedestrian travel in 1) Benton from the east right-of-way line of Elliott eastwardly 150 feet to the west right-of-way line of the 15 foot wide north/south alley in City Block 1901 (vacated) and City Block 2364 2) Elliott from the north right-of-way line of Benton

southwardly \approx 120 feet to a point in the City of St. Louis, Missouri, as hereinafter described, in accordance with Charter authority, and in conformity with Section 14 of Article XXI of the Charter and imposing certain conditions on such vacation.

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

SECTION ONE: The public surface rights of vehicle, equestrian and pedestrian travel, between the rights-of-way of:

Part of Benton Street, 60 feet wide, adjacent to City Blocks 1901 & 2364; and part of Elliott, 60 feet wide, adjacent to City Blocks 2363 & 2364, in the City of St. Louis, Missouri; and being more particularly described as:

Beginning at the intersection of the north line of Benton Street, 60 feet wide, with the west line of Elliott Street, 60 feet wide; thence along said north line of Benton Street, north 89 degrees 13 minutes 45 seconds east 210.69 feet to the southward projection of the west line of a 20 foot wide north-south alley; thence south 00 degrees 55 minutes 19 seconds east 60.00 feet to the south line Benton Street; thence south 89 degrees 13 minutes 45 seconds west 150.87 feet to the east line of Elliott; thence along said west line of Elliott Street, south 00 degrees 45 minutes 00 seconds east 62.50 feet; thence south 89 degrees 13 minutes 45 seconds west 60.00 feet to the west line of Elliott Street; thence along the west line of Elliott Street north 00 degrees 45 minutes 00 seconds west 122.50 feet back to the point of beginning and containing 0.376 acres more or less.

are, upon the conditions hereinafter set out, vacated.

SECTION TWO: Sensient Colors f/k/a Warner-Jenkinson will use vacated areas to enhance security and provide a private drive to existing properties.

SECTION THREE: All rights of the public in the land bearing rights-of-way traversed by the foregoing conditionally vacated streets, are reserved to the City of St. Louis for the public including present and future uses of utilities, governmental service entities and franchise holders, except such rights as are specifically abandoned or released herein.

SECTION FOUR: The owners of the land may, at their election and expense remove the surface pavement of said so vacated streets provided however, all utilities within the rights-of-way shall not be disturbed or impaired and such work shall be accomplished upon proper City permits.

SECTION FIVE: The City, utilities, governmental service entities and franchise holders shall have the right and access to go upon the land and occupation hereof within the rights-of-way for purposes associated with the maintenance, construction or planning of existing or future facilities, being careful not to disrupt or disturb the owners interests more than is reasonably required.

SECTION SIX: The owner(s) shall not place any improvement upon, over or in the area(s) vacated without: 1) lawful permit from the Building Division or Authorized City agency as governed by the Board of Public Service; 2) obtaining written consent of the utilities, governmental service entities and franchise holders, present or future. The written consent with the terms and conditions thereof shall be filed in writing with the Board of Public Service by each of the above agencies as needed and approved by such Board prior to construction.

SECTION SEVEN: The owners may secure the removal of all or any part of the facilities of a utility, governmental service entity or franchise holder by agreement in writing with such utilities, governmental entity or franchise holder, filed with the Board of Public Service prior to the undertaking of such removal.

SECTION EIGHT: In the event that granite curbing or cobblestones are removed within the vacated area, the Department of Streets of the City of St. Louis must be notified. Owner(s) must have curbing cobblestones returned to the Department of Streets in good condition.

SECTION NINE: This ordinance shall be ineffective unless within three hundred sixty (360) days after its approval, or such longer time as is fixed by the Board of Public Service not to exceed three (3) days prior to the affidavit submittal date as specified in the last section of this ordinance, the owner(s) of the area to be vacated must fulfill the following monetary requirements, if applicable, as specified by the City of St. Louis Agencies listed below. All monies received will be deposited by these agencies with the Comptroller of the City of St. Louis.

- 1) CITY WATER DIVISION to cover the full expenses of removal and/or relocation of Water facilities, if any.

- 2) CITY TRAFFIC AND TRANSPORTATION DIVISION to cover the full expense of removal, relocation and/or purchase of all lighting facilities, if any. All street signs must be returned.
- 3) CITY STREET DEPARTMENT to cover the full expenses required for the adjustments of the City's alley(s), sidewalk(s) and street(s) as effected by the vacated area(s) as specified in Sections Two and Eight of the Ordinance.

SECTION TEN: An affidavit stating that all of the conditions be submitted to the Director of Streets for review of compliance with conditions 365 days (1 year) from the date of the signing and approval of this ordinance. Once the Director of Streets has verified compliance, the affidavit will be forwarded to the Board of Public Service for acceptance. If this affidavit is not submitted within the prescribed time the ordinance will be null and void.

Approved: November 19, 2008

**ORDINANCE #67780
Board Bill No. 332**

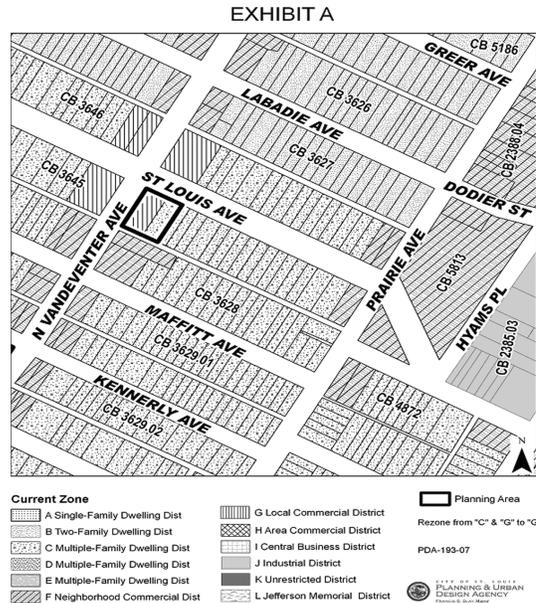
An Ordinance recommended by the Planning Commission on October 3, 2007, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District and "G" Local Commercial and Office District to the "G" Local Commercial and Office District only, in City Block 3628 (2816-26 N. Vandeventer), so as to include the described tract of land in City Block 3628; and containing an emergency clause.

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

SECTION ONE. The zoning designation of certain real property located in City Block 3628 is hereby changed to the "G" Local Commercial and Office District, real property being particularly described as follows:

Lot 28, 29, 30 and 31 of Chouteau Place and in Block No. 3628 of the City of St. Louis, Missouri, having an aggregate front of 115 feet on the South line of St, Louis Avenue, by a depth Southwardly of 142 feet 6 inches to an alley; bounded West by Vandeventer Avenue.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: November 30, 2007

**ORDINANCE #67781
Board Bill No. 333**

An Ordinance recommended by the Planning Commission on June 6, 2007, to change the zoning of property as indicated on the District Map, from “D” Multiple-Family Dwelling District to the “F” Neighborhood Commercial District, in City Block 1125 (2718-20 N. 13th Street), so as to include the described tract of land in City Block 1125; and containing an emergency clause.

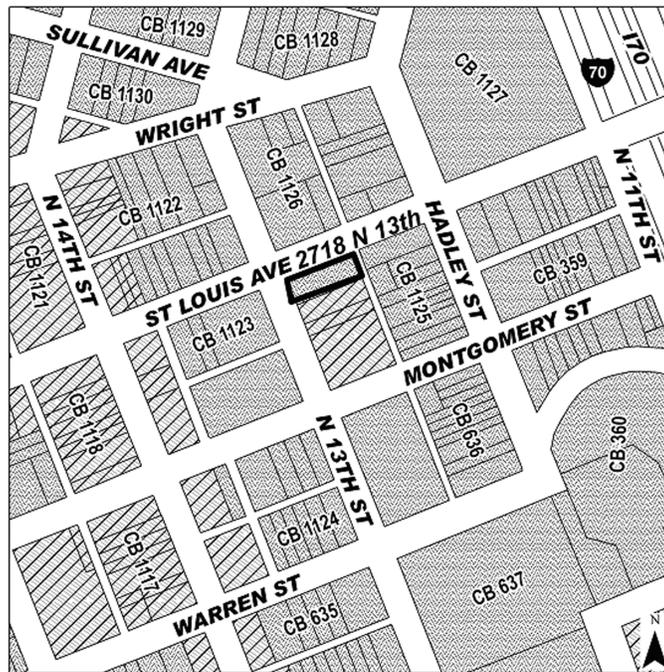
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 1125 is hereby changed to the “F” Neighborhood Commercial District, real property being particularly described as follows:

Beginning at a point in City Block 1125 at the intersection of the east line of North 13th Street and the south line of St. Louis Avenue; thence eastward along the south line of St. Louis Avenue to the intersection of the west line of the north/south alley in City Block 1125; thence southward along the west line of said alley approximately 56 feet to the intersection of the south property line of the real property known as Lot 10, 9, and the northern portion of Lot 8 in Block No. 3 of William T. F. Wright’s Subdivision (commonly known as 2718 North 13th Street); thence westward along said south property line to the intersection of the east line of North 13th Street; thence northward along the east line of North 13th Street to the beginning point.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



Current Zone		Rezoning Area
A Single-Family Dwelling Dist	G Local Commercial District	Rezoning Area from D to F
B Two-Family Dwelling Dist	H Area Commercial District	
C Multiple-Family Dwelling Dist	I Central Business District	PDA-101-07-REZ
D Multiple-Family Dwelling Dist	J Industrial District	
E Multiple-Family Dwelling Dist	K Unrestricted District	 CITY OF ST. LOUIS PLANNING & URBAN DESIGN AGENCY <small>Part of St. Louis Region</small>
F Neighborhood Commercial Dist	L Jefferson Memorial District	

Approved: November 30, 2007

**ORDINANCE #67782
Board Bill No. 339**

An Ordinance recommended by the Planning Commission on October 3, 2007, to change the zoning of property as indicated on the District Map, from "C" Multiple-Family Dwelling District to the "J" Industrial District, in City Block 1219 (817-23, 825, 827-29 & 831-35 Bremen and 3910, 3914, 3916-18 & 3920 N. 9th Street), so as to include the described tracts of land in City Block 1219; and containing an emergency clause.

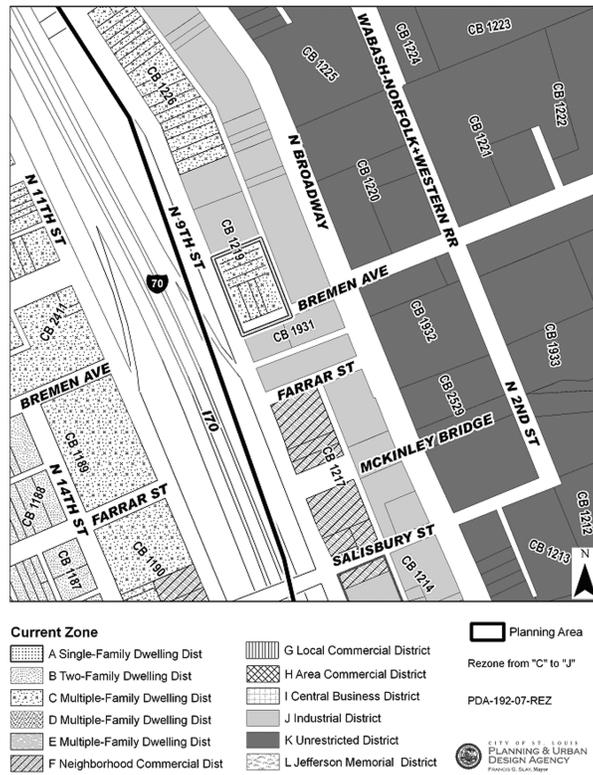
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 1219 is hereby changed to the "J" Industrial District, real property being particularly described as follows:

Beginning at the intersection of the north line of Bremen Avenue, 35 feet wide, with the east line of North Ninth Street, 60 feet wide; thence northwardly, along the east line of said North Ninth Street, 220.67 feet, more or less, to a point being the northwest corner of a tract of land now or formerly known as 3920 North Ninth Street; thence eastwardly, along the north line of the tract now or formerly known as 3920 North Ninth Street, 154.00 feet, more or less, to a point in the west line of a 20 foot wide alley; thence southwardly, along the west line of said 20 foot wide alley, 220.67 feet, more or less, to a point in the north line of said Bremen Avenue; thence westwardly, along the north line of said Bremen Avenue, 154.00 feet, more or less, to the point of beginning.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.

EXHIBIT A



Approved: November 300, 2007

**ORDINANCE #67783
Board Bill No. 340**

An Ordinance recommended by the Planning Commission on October 3, 2007, to change the zoning of property as indicated on the District Map, from “J” Industrial District “H” Area Commercial District, in City Block 941 (1900-02, 1904, 1906-08, 1910-12, 1916-26, 1928-30 and 1932 Dr. Martin Luther King Drive), so as to include the described tracts of land in City Block 941; and containing an emergency clause.

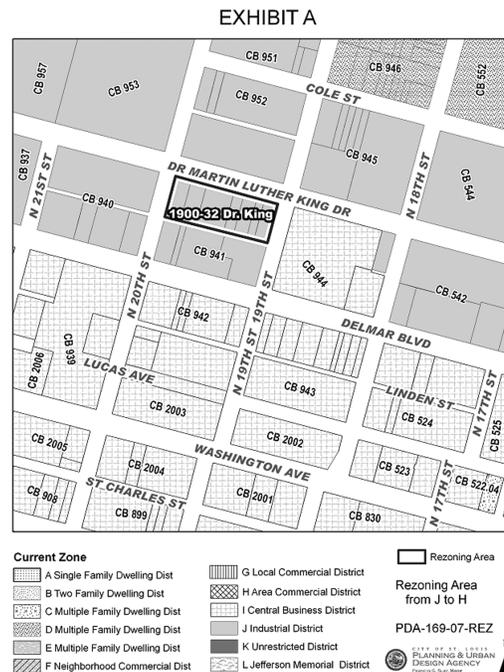
BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The zoning designation of certain real property located in City Block 941 is hereby changed to the “H” Area Commercial District, real property being particularly described as follows:

A tract of land being all of lots 1 thru 7 of lock 31 of WM C. Christy subdivision and also part of block 33 of WM C. Christy addition, all in St Louis City block 941 of the City of St Louis, Missouri, and being more particularly described as follows:

Beginning at the point of intersection of the South Line of Martin Luther King (75.00 foot wide) Drive and the west line of 19th (60.00 foot wide) street; thence south 15 degrees 09 minutes 36 seconds west along said west line for a distance of 144.53 feet to the north line of a 20.00 foot wide alley; thence north 74 degrees 54 minutes 06 seconds west along north line of alley for distance of 376.95 feet to the east line of 20th (60.00 foot wide) street; thence north 15 degrees 09 minutes 27 seconds east along said east line for a distance of 144.54 feet to the south line of said Martin Luther King Drive; thence south 74 degrees 53 minutes 59 seconds east along said south line for a distance of 376.96 feet to the point of beginning and encompass an area of 1.25 acres more or less.

SECTION 2. This ordinance being necessary for the preservation of the health, safety and welfare shall take effect and be in full force immediately upon approval by the Mayor of the City of St. Louis.



Approved: November 30, 2007

ORDINANCE #67784
Board Bill No. 373

An ordinance recommended and approved by the Airport Commission and the Board of Estimate and Apportionment, ratifying and adopting the actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a certain grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-110-2007, dated September 24, 2007, for a maximum federal obligation of Two Million Three Hundred Twenty Four Thousand One Hundred Twenty Eight Dollars (\$2,324,128), which is filed in the Office of the City Register [Comptroller Document No. 56302], for the reimbursement of direct costs associated with the rehabilitation of Taxiway D (N to M and L to K) - Phase 1; and containing an emergency clause.

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

SECTION ONE. The actions of the Mayor and the Comptroller of the City of St. Louis (the "City"), the owner and operator of Lambert-St. Louis International Airport® (the "Airport"), in accepting and executing on behalf of the City a grant agreement offered by the United States of America (the "Grant Agreement"), acting through the Federal Aviation Administration of the United States Department of Transportation, the Grant Agreement being for Project Number 3-29-0085-110-2007, dated September 24, 2007, for a maximum federal obligation of Two Million Three Hundred Twenty Four Thousand One Hundred Twenty Eight Dollars (\$2,324,128), which is filed in the Office of the City Register [Comptroller Document No. 56302], for the reimbursement of direct costs associated with the rehabilitation of Taxiway D (N to M and L to K) - Phase 1, is hereby ratified and approved.

SECTION TWO. All terms, conditions, statements, warranties, representations, covenants, agreements, and assurances contained in the project application and the incorporated materials referred to in the Grant Agreement are hereby ratified and approved and made a part hereof.

SECTION THREE. This being an ordinance providing for a Public Work and Improvement Program, 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 approval of the Mayor of the City.

Approved: November 30, 2007

ORDINANCE #67785
Board Bill No. 374

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City an eighth amendment to the Indenture of Lease (AL-60) between the City and Lambert Field Fueling Facilities Corporation (the "Lessee") at Lambert-St. Louis International Airport® dated July 1, 1955 (the "Lease"), authorized by Ordinance 47554 approved June 28, 1955, as amended by the "First Amendment" (undated), authorized by Ordinance 57108 approved January 30, 1976, the "Second Amendment" dated October 1, 1977, authorized by 57585 approved April 3, 1978, the "Third Amendment" dated December 10, 1984, authorized by Ordinance 59330 approved December 7, 1984, the "Fourth Amendment" dated November 9, 1994, authorized by Ordinance 63292 approved October 14, 1994, the "Fifth Amendment" dated March 13, 1996, authorized by Ordinance 63670 approved March 12, 1996, the "Sixth Amendment" dated January 12, 2006, authorized by Ordinance 66927 approved December 14, 2005, and the "Seventh Amendment" dated February 20, 2007, authorized by Ordinance 67358 approved December 19, 2006; this "Eighth Amendment", which was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment and is attached hereto as **ATTACHMENT "A"** and made a part hereof, extends the term of the Lease as previously amended by one (1) year to December 31, 2008; 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 for the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City an eighth amendment to the Indenture of Lease (AL-60) between the City and Lambert Field Fueling Facilities Corporation (the "Lessee") at Lambert-St. Louis International Airport® dated July 1, 1955 (the "Lease"), authorized by Ordinance 47554 approved June 28, 1955, as amended by the "First Amendment" (undated), authorized by Ordinance 57108 approved January 30, 1976, the "Second Amendment" dated October 1, 1977, authorized by 57585 approved April 3, 1978, the "Third Amendment" dated December 10, 1984, authorized by Ordinance 59330 approved December 7, 1984, the "Fourth Amendment" dated November 9, 1994, authorized by Ordinance 63292 approved October 14, 1994, the "Fifth Amendment" dated

March 13, 1996, authorized by Ordinance 63670 approved March 12, 1996, the "Sixth Amendment" dated January 12, 2006, authorized by Ordinance 66927 approved December 14, 2005; and the "Seventh Amendment" dated February 20, 2007, authorized by Ordinance 67358 approved December 19, 2006; this "Eighth Amendment", which was approved by the City's Airport Commission and the City's Board of Estimate and Apportionment is to read in words and figures substantially as set out in **ATTACHMENT "A"** which is attached hereto and made a part hereof.

SECTION TWO. The sections, conditions, or 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 a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION THREE. 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.

ATTACHMENT "A"

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



**SEVENTH AMENDMENT TO INDENTURE OF LEASE
LAMBERT FIELD FUELING FACILITIES CORPORATION
NO. AL-60**

**AL-60
SEVENTH AMENDMENT
TO
INDENTURE OF LEASE**

(Lambert Field Fueling Facilities Corporation)

THIS SEVENTH AMENDMENT, entered into this _____ day of _____, 200_____, between the City of St. Louis, a municipal corporation of the state of Missouri ("**Lessor**") and Lambert Field Fueling Facilities Corporation, incorporated in the state of Delaware ("**Lessee**") is an amendment to the Indenture to Lease dated July 1, 1955 ("**the "Lease"**") which was authorized by Ordinance 47554, approved June 28, 1955, as amended.

WITNESSETH, THAT:

WHEREAS, the Lessor and Lessee are parties to the Lease, an amendment to the Lease which is undated (the "**First Amendment**"), an amendment to the Lease dated October 1, 1977 (the "**Second Amendment**"), an amendment to the Lease dated December 10, 1984 (the "**Third Amendment**"), and amendment to the lease dated November 9, 1994 (the "**Fourth Amendment**"), and amendment to the Lease dated March 13, 1996 (the "**Fifth Amendment**"), an amendment dated January 12, 2006 (the "**Sixth Amendment**"); and

WHEREAS, the Lessor and Lessee desire to amend the Lease as previously amended to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, the mutual covenants and agreements herein contained, and other valuable considerations, the Lessor and Lessee agree as follows:

SECTION 1. Section 401 of the Lease as amended by Section 1 of the First Amendment, Section 1 of the Second Amendment, Section 5 of the Third Amendment, and Section 3 of the Sixth Amendment is hereby deleted in its entirety and

substituted with the following.

“401. The term of this Lease shall commence on July 1, 1955 and terminate on December 31, 2007, unless sooner terminated in accordance with other provisions of this Lease.”

SECTION 2. All other terms, covenants and conditions of this Lease, as previously amended, not inconsistent with this Seventh Amendment are unchanged and are hereby ratified and approved and shall remain in full force and effect.

(Remainder of page intentionally left blank)

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

Authorized by City Ordinance _____, approved _____, 200__.

The foregoing Seventh Amendment was approved by the Airport Commission at its meeting on the ____ day of _____, 2006.

THE CITY OF ST. LOUIS BY:

Commission Chairman and Director of Airports Date

APPROVED AS TO FORM ONLY 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

The Board of Estimate and Apportionment approved the foregoing Seventh Amendment in substance at its meeting on the _____ day of _____ 200__.

Secretary, Date
Board of Estimate & Apportionment

LAMBERT FIELD FUELING FACILITIES CORPORATION

BY: _____

Title: _____

Date: _____

Approved: November 30, 2007

**ORDINANCE #67786
Board Bill No. 375**

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller for the City of St. Louis (the "City") to enter into and execute on behalf of the City a Cargo City Lease Agreement (AL-456) with a term ending June 30, 2011 (the "Lease Agreement") at Lambert-St. Louis International Airport® (the "Airport") between the City and American Airlines, Inc. (the "Lessee"), granting to the Lessee, subject to the terms,

covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Lease Agreement that was approved by the City’s Airport Commission and the City’s Board of Estimate and Apportionment, and is attached hereto as ATTACHMENT “1” and is incorporated herein; 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 for the City of St. Louis (the “City”) are hereby authorized and directed to enter into and execute on behalf of the City a Cargo City Lease Agreement (AL-456) with a term ending June 30, 2011 (the "Lease Agreement") at Lambert-St. Louis International Airport® (the "Airport") between the City and American Airlines, Inc. (the “Lessee”), granting to the Lessee, subject to the terms, covenants, and conditions of the Lease Agreement, certain rights and privileges in connection with the occupancy and use of the Premises, which is defined and more fully described in Article II of the Lease Agreement that was approved by the City’s Airport Commission and the City’s Board of Estimate and Apportionment, and is to read in words and figures substantially as set out in ATTACHMENT “1”, which is attached hereto and made a part hereof.

SECTION TWO. The sections, conditions, or 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 a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions, or provisions or portion thereof of this Ordinance unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION THREE. 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.

ATTACHMENT “1”

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



**AMERICAN AIRLINES, INC.
CARGO CITY LEASE AGREEMENT
NO. AL-456
TABLE OF CONTENTS**

INTRODUCTION Page 1

ARTICLE I: MEANINGS AND CONSTRUCTION Page 1

ARTICLE II: PREMISES Page 4

ARTICLE III: AGREEMENT TERM Page 6

ARTICLE IV: USE OF PREMISES Page 7

ARTICLE V: RENT AND FEES Page 14

ARTICLE VI: TENANT IMPROVEMENTS Page 16

ARTICLE VII: INSURANCE, DAMAGE, AND INDEMNIFICATION Page 18

ARTICLE VIII: MERGERS, ASSIGNMENT, AND SUBLETTING Page 26

ARTICLE IX: DEFAULT AND TERMINATION Page 27

ARTICLE X: SURRENDER OF PREMISES Page 30

ARTICLE XI: MISCELLANEOUS PROVISIONS Page 32

SIGNATURES Page 38

EXHIBIT “A” 2 Pages

AIRPORT NUMBER AL-456

**LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
CARGO CITY LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into as of the _____ day of _____, 2007, by and between The City of St. Louis, a municipal corporation of the State of Missouri, as Lessor, and American Airlines, Inc., a corporation organized and existing under the laws of the State of Delaware.

RECITALS

The City owns and operates the Lambert-St. Louis International Airport®, located in the County of St. Louis, State of Missouri.

Lessee desires to lease space within and adjacent to the Cargo City Buildings.

The City is willing to lease space within and adjacent to such buildings to Lessee.

The parties, therefore, agree as follows:

**ARTICLE I
MEANINGS AND CONSTRUCTION**

Section 101. Meanings and Construction. Except as otherwise clearly indicated by the context, the words and phrases defined in this Section shall have the following meanings when used elsewhere in this Agreement.

“Agreement” means this Lease Agreement.

“Air Transportation Business” means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail by aircraft in commerce, as defined in the Federal Aviation Act of 1958, as amended.

“Aircraft Operations Area” or “AOA” means those areas of the Airport used for the landing, taking-off, movement, and parking of aircraft, as the same now exist or as the same hereafter may be added to, modified, changed, or developed.

“Airport” means the Lambert-St. Louis International Airport®, together with any additions, improvements, or enlargements made from time to time.

“Airport Director” means the Airport Director of the City or the person performing the functions of that office, as authorized by the City’s Mayor, or that person authorized by the Airport Director to act for or on behalf of the Airport Director with respect to any particular matter under this Agreement.

"Cargo City Buildings" means those certain cargo buildings at the Airport, including associated parking lots and sidewalks, and all improvements thereto, with the following addresses: 9801, 9805, 9809, 9813, 9817, 9825, 9833, and 9841 Air Cargo Road, St. Louis, MO, 63145.

“City” or “Lessor” means The City of St. Louis, Missouri.

“Environmental Laws” means all applicable federal, state, and local statutes, ordinances, regulations, rules, laws, permits, permit conditions, and orders relating to the generation, use, storage, transportation, or disposal of Hazardous Materials, including,

without limitation, the Clean Air Act, 442 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, 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, 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, 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, U.S.C. §1010 et seq.

“Environmental Permits” means any and all permits, licenses, approvals, authorizations, consents, or registrations required by Environmental Laws, whether federal, state or local, which pertain to the production, use, treatment, generation, transportation, processing, handling, disposal, or storage of Hazardous Materials.

“Event of Default” means an Event of Default as defined in Section 901.

“Federal Aviation Administration” or “FAA” means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

“Fiscal Year” or “FY” refers to the City's fiscal year and means the twelve-month period commencing July 1 and extending through June 30 of the following calendar year, or such other fiscal year as the City may establish by ordinance.

“Hazardous Materials” means friable asbestos or asbestos-containing materials, polychlorinated biphenyls (PCBs), petroleum, or crude oil or any fraction thereof, natural gas, source material, special nuclear material, and byproduct materials regulated under Environmental Laws, pesticides regulated under Environmental Laws, and any hazardous waste, toxic, or dangerous substance or related material, including any material defined or treated as a hazardous substance, hazardous waste, toxic substance, or contaminant (or comparable term) under any of the Environmental Laws.

“Lessee” means the entity so designated in the signature page hereof.

“Notice” means a communication between the parties to this Agreement performed in accordance with the requirements of Subsection 1113(B).

“Premises” means the area or areas described in Section 201, and shown on Exhibit “A,” that has or have been designated by the City for the exclusive occupancy and use by Lessee for the uses herein specifically provided.

“Remediation Costs” means any reasonable losses, expenses, or costs incurred by the City in connection with environmental remediation: (i) required by the appropriate governmental agency responsible for enforcing Environmental Laws or Environmental Permits, and (ii) attributable to Hazardous Materials left on City property in violation of Environmental Laws or Environmental Permits, and caused by, or arising out of, Lessee's operations at the Airport or Lessee's use or lease of the City's property. Remediation Costs include investigation and evaluation costs, costs to implement institutional controls or restrictive covenants, sampling and analysis costs, reporting costs, planning and design costs, consultant and contractor costs, labor costs, equipment costs, construction costs, access costs, disposal costs, transportation costs, reasonable administrative costs, reasonable attorneys' fees and other legal fees and litigation expenses, permit fees and costs, monitoring costs, oversight and inspection costs, claims, demands, causes of action, suits, judgments, damages, compensation, debts, costs, expenses, losses, penalties, fines, stipulated penalties, punitive damages, and other similar liabilities arising out of Lessee's violation of Environmental Laws or Environmental Permits.

“Rents” means for any Fiscal Year, the rents payable by Lessee pursuant to Article V.

“Rules and Regulations” means those lawful, reasonable, and not unjustly discriminatory rules and regulations, including ordinances and operating directives, promulgated by the Airport Director, the Airport Commission, or the City from time to time for the orderly operation of the Airport.

“Transportation Security Administration” or “TSA” means the Transportation Security Administration created under the Aviation and Transportation Security Act of 2001, as amended, or any successor agency thereto.

“Unoccupied Space” means the 12,075 sq. ft. of space in Cargo Building #1 and its 11,308 of adjoining unenclosed space, as identified on the attached Exhibit “A”, which is to be maintained but remain vacant throughout the term of this Agreement by Lessee, unless such space is subleased to a third party under the terms of Section 803 herein.

Section 102. Interpretation. References in the text of this Agreement to articles, sections, paragraphs, or exhibits pertain to articles, sections, paragraphs, or exhibits of this Agreement, unless otherwise specified.

The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder,” and any similar terms used in this Agreement refer to this Agreement.

Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

Words importing the singular shall include the plural and vice versa. Words of any gender shall be deemed to include correlative words of the other gender.

The term “including” shall be construed to mean “including without limitation,” unless otherwise expressly indicated.

All references to number of days shall mean calendar days.

Words used in the present tense include the future.

ARTICLE II PREMISES

Section 201. Premises. The City hereby leases Lessee, and Lessee takes from the City, the Premises located at 9825 Air Cargo Road, Lambert-St. Louis International Airport, St. Louis, Missouri, 63145, also known as Cargo Building #1 consisting of 50,888 square feet of enclosed Cargo Building #1 space, 12,075 square feet of Cargo Building #1 Unoccupied Space, and 4,012 square feet of Building #6 space; also, 109,763 square feet of Adjoining Unenclosed Space and Adjacent Structures, and 11,308 sq. ft. of Adjoining Unenclosed Space adjacent to the Unoccupied Space, all as shown on Exhibit “A”, attached hereto and made a part hereof.

The Premises are leased to Lessee subject to the reservations set forth in Section 203 hereof.

Lessee accepts and receives the Premises “AS IS”, with no warranties or representations of any kind, expressed or implied, either oral or written, made by the City or any of its agents or representatives with respect to the physical, environmental or structural conditions of the Premises or any portion thereof or otherwise including but not limited to, soil conditions of the land and structural conditions of the buildings or facilities or the presence or absence of any Hazardous Materials, or of any underground or above ground storage tanks or repositories and related equipment, water, sewage or utilities serving the Premises or any other matter or thing affecting or relating to the Premises, except as expressly set forth in this Agreement. The City without limitation expressly disclaims any expressed or implied warranty with respect to the condition of the Premises, its compliance with any zoning or other laws, statutes, rules, ordinances or regulations applicable to the Premises including but not limited to the Americans with Disabilities Act, the uses permitted on the Premises, or any other matter or thing relating to the Premises or any portion thereof.

Section 202. Reservations. The grant of lease hereunder is subject to the following reservations and conditions:

A. The City reserves the right (but shall not be obligated pursuant to this Agreement) to develop, maintain, and keep in repair the Airport, including the Aircraft Operating Area and all publicly-owned facilities.

B. Lessee shall not exercise the rights granted by this Agreement to Lessee in such a way as to interfere with or adversely affect the use, operation, maintenance, expansion or development of the Airport, or with the operations of other tenants or users of the Airport.

C. The City reserves the right to, from time to time, temporarily or permanently close or restrict specific roadways, taxiways, taxi lanes, runways, apron areas, doorways, and any other area at the Airport. The City also reserves the right at any time or times to relocate, reconstruct, change, alter, or modify any such means of access provided for pursuant to this Agreement or otherwise, either temporarily or permanently; provided that a reasonably convenient and adequate means of access, ingress, and egress shall exist or be provided in lieu thereof. The City shall reasonably notify Lessee of any such action affecting Lessee.

D. The City reserves for the use and benefit of the public, a free and unrestricted right of flight for the passage of

aircraft in the airspace above the surface of the Premises, together with the right to cause or allow in said airspace such noise, vibration, fumes, dust, fuel particles, illuminations, interference with television, radio or any other type of transmission and other effects as may be caused in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the Airport.

E. The City reserves the right to grant utility and maintenance rights-of-way to itself and others over, under, through, across or on the Premises provided that such use will not substantially or materially interfere with Lessee's use of the Premises, and provided further that such reservation or grant of rights shall not directly result in additional cost or expense to Lessee.

Section 203. Access. Subject to all of the terms, covenants, warranties and conditions of this Agreement, Lessee has the right of free access, ingress to and egress from the Premises, for Lessee's employees, contractors, subcontractors, agents, and invitees.

Lessee shall be granted the use, for its employees, contractors, subcontractors, agents, and invitees, a share of the adjoining parking area. Lessee will be allotted a share of parking spaces equivalent to Lessee's share of total leased space in the Cargo City Buildings.

Section 204. Security. Lessee hereby acknowledges that Transportation Security Administration regulations require the City to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to the Aircraft Operating Area. Lessee understands that the City has met said requirements by developing an Airport Security Program ("ASP") for the Airport, and Lessee warrants, covenants and agrees to be fully bound by, and immediately responsive to, the requirements of the ASP, as it may be amended from time to time. Lessee further warrants, covenants and agrees, throughout the term of this Agreement, at its own cost, to prepare facilities and procedures, satisfactory to the City, designed to prevent and deter persons and vehicles from unauthorized access to the AOA from and through any Premises controlled or used by Lessee in accordance with the provisions of the applicable Transportation Security Administration regulations and the ASP.

Lessee's security procedures and facilities on the Premises shall meet the requirements of the applicable Transportation Security Administration regulations and the ASP, including the following:

- A. fencing and locked gates;
- B. Airport-approved badging, badge display, escort and challenge procedures applicable to persons authorized to enter the AOA;
- C. an electronic entry control system or a manned guard system where gates or doorways cannot reasonably be controlled by locks; and
- D. other facilities and procedures as may be required to establish positive control for preventing the entrance of unauthorized persons and vehicles onto the AOA.

Section 205. Premises Adjustments. If Premises are increased, reduced or changed by mutual written consent of the City and Lessee, revised exhibits may be substituted for those herein without the necessity to amend this Agreement, which substitution may be made by Notice to Lessee from the City.

ARTICLE III AGREEMENT TERM

Section 301. Term. The term of this Agreement shall commence on November 1, 2007 and shall end on June 30, 2011, unless sooner terminated in accordance with other provisions of this Agreement.

Section 302. Holding Over. If Lessee holds over after the expiration or early termination of this Agreement, the resulting tenancy shall be for an indefinite period of time on a month-to-month basis, during which tenancy the parties to this Agreement shall continue to adhere to all covenants, conditions and provisions of this Agreement. Notwithstanding the foregoing, Lessee shall pay the prevailing Rent then in effect during any holdover period. Acceptance by the City of payment of Rents, Fees, and Charges after expiration or early termination of this Agreement shall be deemed to be payment on account, and shall not operate to waive or modify any provision of this Section.

ARTICLE IV USE OF PREMISES

Section 401. Use. The City hereby grants to Lessee, subject to all the terms, covenants, warranties and conditions of this

Agreement, the exclusive use of the Premises for receiving, delivering, dispatching, processing, handling, and storing air cargo, mail, and other property being transported in air commerce, the loading, unloading, and short term parking of automobiles and trucks, repair and maintenance of ground service equipment, general office use, and for no other purpose, unless expressly authorized by the City.

Use of the Unoccupied Space is prohibited until such time Lessee executes a sublease agreement, in accordance with Section 803 herein. At such time such sublease agreement is executed under the terms of Section 803 herein, use of the Unoccupied Space shall be granted to sublessee under the terms and conditions of such sublease agreement and this Agreement.

Section 402. Repairs and Maintenance.

A. The City shall maintain and keep in good repair the structures associated with the Cargo City Buildings, as well as all associated common areas, including building roof and exterior structure, obstruction lights, roadways, sidewalks, automobile parking areas, tug drives, common utility lines and systems, exterior lighting, and perimeter fencing. The City shall clean, and provide for snow and ice removal from, the common roadways, sidewalks, automobile parking areas, and tug drives.

B. Lessee shall, throughout the term of this Agreement, at its own cost and without any expense to the City, maintain and keep in good repair, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, the interior and exterior, non-structural portions of the Premises, including the Unoccupied Space, all tenant improvements, HVAC systems, utility systems (up to the common distribution points for each utility system), painting, doors and windows, and any other structures erected within the Premises. Lessee shall, at its sole cost and expense, take such measures as may be necessary to keep the Premises secure; the City shall have no obligation or responsibility to keep the Premises secure.

C. Lessee warrants, covenants and agrees, without cost or expense to the City during the term hereof, to perform the following:

1. Housekeeping of Premises. Remove from the Premises all trash and refuse, and dispose of it in a manner approved by the City.

2. Maintenance Standards. Maintenance and repairs shall be in quality and class equal to or better than the original work to preserve the Premises in good order and condition, based on a standard of care reflecting prudent property management. Lessee shall repair all damage to the Premises caused by Lessee or its employees, contractors, subcontractors, agents, and invitees; this requirement includes immediate replacement of broken windows, doors and locks with like materials.

3. Care of Unenclosed Space. Keep all papers and debris picked up, and provide for snow and ice removal to allow, at a minimum, emergency or fire protection access.

4. Drainage Facilities. Comply with the Airport's Storm water Detention Design Criteria and Guidelines dated December 1986, as revised from time to time, as well as any and all applicable federal, state, and municipal regulations. Lessee shall establish a system of periodic inspection, cleaning and maintenance to keep watercourses, catch basins and other drainage structures on the Premises functioning at full design capacity. Inspection, cleaning and maintenance intervals shall be established by the Airport Director with reports to be submitted within 30 days of completion of each inspection, cleaning and maintenance. Lessee shall pile removed snow in locations that will permit the water generated by the melting of such snow piles to flow into the drainage system of the Cargo City Buildings.

Section 403. Utilities. Lessee shall provide for and pay for all utilities used on the Premises.

Section 404. Interference to Air Navigation. Lessee warrants, represents and agrees that no obstruction to air navigation, as such are defined from time to time by application of the criteria of FAR Part 77 or subsequent and additional regulations of the Federal Aviation Administration ("FAA"), will be constructed or permitted to remain on the Premises. Lessee warrants, represents and agrees that, upon notification by the City, it will immediately remove any obstructions at its expense. Lessee warrants, represents and agrees not to increase the height of any structure or objects or permit the growth of plantings of any kind or nature whatsoever that may interfere with the line of sight of the control tower and its operations. Lessee further warrants, represents and agrees not to install any structures, objects, machinery or equipment that would interfere with the operation of navigation aides or that would interfere with the safe and efficient operations of the Airport.

Section 405. Observance and Compliance with Laws.

A. Lessee, its officers, directors, employees, agents, and its contractors and suppliers, while such contractors and suppliers are providing services to Lessee, shall comply with:

1. all applicable federal, state and local laws and ordinances, including directives of the FAA applicable to the Lessee's operation at the Airport;
2. the Rules and Regulations governing the Airport; and
3. the provisions of the Airport certification manual, as it may be amended from time to time.

Lessee shall make reasonable efforts to cause its guests and invitees to comply as well.

B. Upon Lessee's request, the City shall promptly provide a copy of the Rules and Regulations and the Airport certification manual. The City shall also provide copies of amendments or additions to the Rules and Regulations to Lessee's station manager or his designee in the regular course of business. The City acknowledges that compliance with such amendments or additions will not be expected until Lessee is notified of such amendments or additions as provided in this Subsection.

C. Notwithstanding anything to the contrary, references herein to a statute or law shall be deemed to be a reference to (i) such statute or law as it may be amended from time to time, (ii) all ordinances, regulations, rules, executive orders, policies and instructions pertaining to or lawfully promulgated pursuant to such statute or law as they now exist or may be amended from time to time, and (iii) all future statutes, laws, ordinances, regulations, rules, executive orders, policies, and instructions pertaining to the same or similar subject matter as they now exist or may be amended from time to time.

Section 406. Compliance with Environmental Laws. Lessee warrants and covenants that in conducting any activities or business at the Airport, including any activities directly related or incidental to its use and occupancy of the Premises, Lessee shall comply with any and all applicable Environmental Laws. Lessee further covenants and warrants as follows:

A. Environmental Permits.

1. Lessee shall obtain and maintain any and all Environmental Permits required by applicable Environmental Laws to conduct the activities in which Lessee engages on the Premises.
2. Lessee shall comply with any requirement imposed by an Environmental Permit obtained by the City that is applicable to Lessee or Lessee's activities on the Premises; provided, however that the City shall adequately notify Lessee of such Environmental Permit and associated requirements, including all applicable deadlines for compliance.
3. The City and Lessee shall cooperate to ensure compliance with the terms and conditions of any Environmental Permit to insure safety and to minimize cost of compliance.

B. Duty to Notify City. In the event of any release or threatened release of Hazardous Materials caused by Lessee, its employees, agents, contractors, suppliers, guests, or invitees, and which is required by applicable Environmental Laws or Rules and Regulations to be reported by Lessee, whether as a result of negligent conduct or otherwise, on, or under the Premises, or in the event any written claim, demand, complaint or action is made or taken against Lessee that pertains to Lessee's failure or alleged failure to comply with any Environmental Laws or Environmental Permits on or under the Premises, Lessee shall notify the City as soon as reasonably practical of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all such claims, demands, complaints, notices, or actions so made. If Lessee is required, by any Environmental Laws, Environmental Permits, or governmental agency, to file any written notice or report of a release or threatened release of Hazardous Materials on or under the Premises, Lessee shall simultaneously provide a copy of such notice or report to the City.

C. Environmental Remediation. Lessee shall undertake all necessary steps required under applicable Environmental Laws and Environmental Permits to remedy and remove at its cost any Hazardous Material, or environmental condition or damage to the extent caused by, or resulting from, the activities, conduct or presence of Lessee or its agents, employees, contractors, or suppliers on or under the Premises, whether resulting from negligent conduct or otherwise ("Remediation Work"). Such Remediation Work shall be performed at Lessee's expense. Except in the event of an emergency, such Remediation Work shall be performed after Lessee submits to the City a written plan for completing such Remediation Work and receives the prior approval of the City through Notice; provided, however, that the City's approval shall not be unreasonably withheld or delayed. The City expressly reserves the right to review and approve any proposed: remedial investigations, remedial work plans, interim and final remedies, institutional

controls or other associated documents prior to submittal to the relevant governmental agencies responsible for enforcing Environmental Laws or Environmental Permits. Specific cleanup levels for any Remediation Work by Lessee shall be designed to meet and satisfy the requirements of all applicable Environmental Laws and Environmental Permits, as determined by the governmental agency responsible for enforcing Environmental Laws or Environmental Permits. Neither an ongoing remediation, including any testing or monitoring, nor the use of institutional controls, shall either unreasonably or materially impair or interfere with the City's use and enjoyment of its property its Premises, or that of current and future tenants. The City shall have the right to conduct a reasonable review and inspect all such Remediation Work at any time using consultants and representatives of its choice.

D. Access for Environmental Inspection. Upon reasonable notification to Lessee, the City shall have reasonable access to the Premises to inspect the same in order to confirm that Lessee is using the Premises in accordance with all applicable Environmental Laws and Environmental Permits. Lessee shall cooperate fully with any such inspections provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City's inspection results in any type of written report, the City shall provide Lessee a reasonable opportunity to timely review and comment on a draft of the report. Lessee shall provide to City for its review and comment copies of: any and all notices of alleged non-compliance issued by governmental agencies responsible for enforcing Environmental Laws or Environmental Permits; draft official submittals (proposed final drafts) prepared by, or on behalf of, Lessee responding to such alleged non-compliance; and any and all consent orders or administrative determinations, whether preliminary or final, issued by such governmental agencies. The City agrees to maintain the confidentiality of the documents produced in accordance with this Subsection to the extent consistent with the City's legal obligations.

E. Corrective Action by City. If Lessee fails to comply with any applicable Environmental Laws or Environmental Permits governing its activities on the Premises, or if Lessee fails to conduct necessary Remediation Work in a timely manner as required under this Section, the City, as required by applicable Environmental Laws and Environmental Permits, in addition to the rights and remedies described elsewhere herein and any other rights and remedies otherwise available to the City, may enter the Premises and take all reasonable and necessary actions to conduct Remediation Work to remove Hazardous Materials or other contaminants and insure such compliance with such Environmental Laws and Environmental Permits. All Remediation Costs incurred by the City shall be paid or reimbursed by Lessee. Remediation Work, if necessary, shall be performed in accordance with the provisions of Subsection 406(C), but only after first having provided Notice to Lessee of such failure to comply, and 30 days within which Lessee may demonstrate why no such alleged failure is present, or to timely remedy such alleged failure that may be present. If Lessee's compliance reasonably requires more than 30 days to complete, the City may enter the Premises and take such reasonable and necessary measures to achieve compliance only upon Lessee's failing to timely begin curing such noncompliance within such 30 day period and to continue diligently working to achieve compliance thereafter.

F. Review of Environmental Documents. At the reasonable request of the City, Lessee shall make available for inspection and copying, at reasonable times, any and all non-privileged documents and materials Lessee has prepared pursuant to any applicable Environmental Laws or Environmental Permits, or submitted to any governmental agency, which documents and materials relate to environmental issues, Environmental Laws or Environmental Permits and which pertain to the Premises, and which would be discoverable in litigation.

G. Cumulative Remedies. All remedies of the City as provided herein with regard to environmental pollution, contamination, damage, or any actual or threatened violations of any Environmental Laws or Environmental Permits are deemed to be cumulative in nature. The City's right to indemnification as provided under this Section shall survive the expiration or early termination of this Agreement.

Section 407. Individuals with Disabilities. Lessee shall be responsible for compliance with the Federal Americans with Disabilities Act, plus any other federal, state or local laws or regulations and City Ordinances pertaining to the disabled individual having access to the Premises or Lessee's services.

Section 408. Nondiscrimination.

A. Lessee for itself, its personal representatives, successors in interest, and assigns, agrees that no person on the grounds of race, creed, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in (i) the use of the Premises; or (ii) the construction of any improvements on, over, or under the Premises, and the furnishing of services thereon.

B. Lessee shall comply with all applicable nondiscriminatory requirements that may be imposed pursuant to the Federal Aviation Act of 1958, as amended; the Civil Rights Act of 1964, as amended; 49 C.F.R. Parts 21, 23, and 26, as said regulations may be amended; and state and local laws.

Section 409. Prevailing Wage. Lessee shall include in all service contracts pertaining to the Premises language specifying the minimum prevailing wages to be paid and fringe benefits to be provided by the service contractor to employees of said service

contractor in accordance with the provisions of the Revised Code of The City of St. Louis, Chapter 6.20.

Section 410. City Right to Enter, Inspect, and Require Corrective Action.

- A. The City shall have the right at reasonable times to enter upon Premises for any of the purposes listed below:
1. to inspect the Premises for any purpose necessary for or incidental to or connected with the City's obligations hereunder, or in the exercise of the City's capacity as Airport owner;
 2. to identify those actions required of the Lessee or the City, pursuant to this Agreement;
 3. for fire protection, safety, or security purposes;
 4. to make structural additions and alterations to the Airport;
 5. as provided in Section 411; and
 6. upon the expiration or early termination of this Agreement.

B. The City shall provide reasonable notification and such right of entry shall not unreasonably interfere with Lessee's use or occupancy of its Premises, except if the situation endangers the health or safety of persons or the safety of operations on the Premises. The right of inspection reserved to the City shall impose no obligation on the City to make inspections to ascertain the condition of the Premises and shall impart no liability upon the City for failure to make such inspections. The failure of the City to inspect or monitor or notify Lessee of a default or of a hazardous or unsafe condition with respect to Lessee operations hereunder shall not release Lessee from its liability to perform its obligations hereunder or impose any liability on the City, and in any other event where the City determines that it is necessary or desirable to do so to preserve the Airport or any portion thereof or to correct any conditions likely to cause injury or damage.

C. Unless otherwise provided herein, Lessee shall perform all corrective work required of it that is identified in such inspection(s) within 30 days of receipt of a notification from the City. If correction cannot reasonably be completed within such 30 day period, this period may be extended at the sole discretion of the City. Matters affecting public health, safety, and welfare, including trash and debris problems, shall be corrected promptly after the City notifies the Lessee's manager or the manager's designee either orally or in writing via hand-delivery.

Section 411. Failure to Maintain by Lessee. If City determines that Lessee has failed to properly clean, remove trash and refuse, maintain, or repair the Premises as required in Section 402, the City shall provide to Lessee a list of deficiencies, reflecting the amount of time to be reasonably allowed for Lessee to correct same. If Lessee fails to correct such deficiencies within the time allowed and has not registered an objection as to its obligation to do so, the City, following 5 days further notification by the City to Lessee, may enter upon the Premises and correct the listed deficiencies. The City shall add the cost of such work, plus actual administrative costs, to the Rents due hereunder on the first day of the month following the date of such work, and such cost shall be and constitute a part of the Rents. Subsequent to receipt of the further notification of intent to perform repairs, maintenance, or cleaning from the City, Lessee shall not undertake performance of such repairs, maintenance, or cleaning without specific prior authorization from the City.

Section 412. City Obligations. Except as specifically provided for herein, the City shall not be under any duty or obligation to Lessee to repair, maintain, or clean the Premises or any portion thereof, or any facilities or equipment constructed thereon. The City shall not be responsible or liable to Lessee for any claims for compensation for any losses, damages, or injury, including lost profits, sustained by Lessee resulting from failure of the Airport structures or utility systems, or caused by the natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, act of God, state of war, terrorism, civilian commotion or riot, or any other cause or peril beyond the control of the City, except to the extent covered by the City's insurance or as may be caused by the City's negligence, willful misconduct, or bad faith.

Section 413. Third-Party Supplier or Operator Obligations. The City reserves the right to require third-party suppliers or operators providing any commercial goods or services on behalf of another Tenant, to secure a permit from the City, to comply with all applicable Rules and Regulations, and to pay any applicable fees to the City to conduct such activity at the Airport.

**ARTICLE V
RENT AND FEES**

Section 501. General. Lessee, for and in consideration of the rights and privileges granted herein, agrees to promptly and timely pay the Rents set forth in this Agreement, without demand during the term of this Agreement.

Section 502. Rent Payment. Lessee shall pay in advance to City the following monthly rental::

Cargo Building #1 Space (with the exception of the Unoccupied Space):
50,888 square feet x \$8.25 per sq. ft. = \$419,826.00/annual ÷ 12 = \$34,985.50/month.

Building #6:
4,012 square feet x \$8.25 per sq. ft. = \$33,099.00/annual ÷ 12 = \$2,758.25/month.

Adjoining Unenclosed Space and Adjacent Structures:
109,763 square feet x \$0.33 per sq. ft. = \$36,221.79/annual ÷ 12 = \$3,018.48/month.

Total monthly rental = \$40,762.23 per month. All payments shall be paid on or before the first day of each month of the term of this Agreement.

At such time the Unoccupied Space is subleased, Lessee shall pay in advance to City the following additional monthly rental:

Unoccupied Space:
12,075 square feet x \$8.25 per sq. ft. = \$99,618.75/annual ÷ 12 = \$8,301.56/month.

Adjoining Unenclosed Space:
11,308 square feet x \$0.33 per sq. ft. = \$3,731.64/annual ÷ 12 = \$310.97/month.

Section 503. Interest Charges and Late Charges on Overdue Payment. If Lessee fails to make payment of any sums due hereunder by the due dates set forth herein, Lessee shall pay to the City, in addition to all other remedies available to the City and all other payments to be made by Lessee to the City, an interest charge equal to 1.5% for each month of the overdue amount, and costs and attorney's fees reasonably incurred by the City in attempting to obtain payment, if any. Payments received later than 30 days from their respective due date shall be assessed an additional one-time late charge of 5% of the amount due, in addition to applicable interest charges.

Section 504. Form of Payment. Lessee shall pay all sums due hereunder in lawful money of the United States of America, without notice or demand, without deduction or setoff, by wire transfer or check made payable to the "Treasurer, City of St. Louis," which check shall be delivered postage or other charges prepaid to:

By U.S. Mail: Airport Assistant Director of Finance
Lambert-St, Louis International Airport®
P.O. Box 10036, Lambert Station
St. Louis, Missouri 63145

By Express Mail: Airport Assistant Director of Finance
Lambert-St. Louis International Airport®
10701 Lambert International Boulevard
St. Louis, Missouri 63145

By Wire Transfer: Routing Number: 081000210-1001018702
Bank Name: USBank (Checking)
Account Name: Airport Revenue Fund
(include a description of the transfer (e.g. "Name of Lessee, Agreement No. AL-456"))

or as hereafter the City may designate by Notice to Lessee.

Section 505. Security Deposit.

A. Amount and Form of Security Deposit. Upon execution of this Agreement, Lessee shall provide the City with an irrevocable letter of credit, contract bond, or other security or instrument acceptable to the City ("Security Deposit") in an amount

equal to 3 (three) months of estimated Rents. The Security Deposit shall guarantee the faithful performance by Lessee of all of its obligations hereunder and the payment of all Rents due to the City. The Security Deposit shall be in such form and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Lessee's future performance.

B. Term of Security Deposit. Lessee shall maintain the Security Deposit until the termination of this Agreement. Lessee shall provide at least 60 days prior Notice of the date on which any Security Deposit expires or is subject to cancellation.

C. City's Right to Use Security Deposit; Replenishment. If Lessee commits or is under an Event of Default pursuant to Section 901, the City shall have the right to use the amounts of such Security Deposit to pay Lessee's Rents or any other amounts owed to the City by Lessee then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Lessee's default, or Event of Default under Section 901. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Lessee shall replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 505(A) within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

D. Waiver of Security Deposit Requirement. Notwithstanding the provisions of Subsections 505(A)-(C), the City will waive the Security Deposit obligation if it determines that Lessee qualifies for relief from such obligation. To qualify for such relief, Lessee must:

- 1) not be under an Event of Default pursuant to, and not have received Notice in accordance with, Section 901;
- 2) have made timely payments of all applicable Rents during the term of this Agreement.

If, after having waived the Security Deposit obligation in accordance with this Subsection, the City determines that Lessee has not continued to satisfy the requirements for relief, or if Lessee commits or is under an Event of Default pursuant to Section 901, Lessee shall immediately provide a Security Deposit in accordance with the provisions of Subsection 505(A).

Section 506. Most Favored Nations. City shall not charge any lesser rent being then paid by Lessee to other certified airlines for Premises within the Cargo City Buildings.

ARTICLE VI TENANT IMPROVEMENTS

Section 601. Alterations and Improvements by Lessee. Lessee may construct and install, at Lessee's sole expense, such improvements in its Premises as Lessee deems to be necessary for its use of the Premises. The plans and specifications, location, and construction schedule for such improvements, including any substantial alteration or addition thereto, must be submitted to and approved by the City prior to the commencement of any and all such construction or installation. Lessee shall comply with the requirements of all applicable laws and building codes and the City's Rules and Regulations governing tenant construction, alterations, and improvements. No reduction or abatement of Rents shall be allowed for any interference with Lessee's operations by such construction. All such alterations and improvements by Lessee shall be subject to the following:

A. The City shall have the right to refuse approval of such plans and specifications if the external appearance of such alteration or improvement of facilities in publicly-viewed areas does not meet the City's requirements for substantial uniformity of appearance of facilities on the Airport, or, if the type or time of construction of such alteration or improvement, or the location thereof does not meet the City's requirements for safe use of the Airport and appurtenances by other authorized persons. The City may, at its own cost, inspect any such alterations or improvements.

B. All improvements made to the Premises and permanent additions or alterations thereto made by Lessee, except those financed by the City, shall be and remain the property of Lessee until expiration of the term of this Agreement. Upon expiration or early termination of this Agreement, said additions and alterations shall become the property of the City; provided, however, that any trade fixtures, signs, equipment, and other movable personal property of Lessee shall remain the property of Lessee, subject to the terms of Article X.

C. Lessee shall promptly pay all lawful claims made against the City and discharge all liens filed or which exist against the Premises, or Lessee's trade fixtures or trade equipment arising out of or in connection with the failure to make payment for work done or materials provided by Lessee, its contractors, subcontractors, or materialmen. Lessee shall have the right to contest

the amount or validity of any such claim or lien without being in default hereunder; provided, however, that while contesting the amount and validity of any such claims or liens Lessee shall provide the City, at the City's request, with a performance bond in an amount equal to the amount of the claim or lien. Lessee shall give timely Notice to the City of all such claims and liens.

D. Lessee shall use, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to use, the highest degree of care when entering upon any property owned by the City in connection with the work. Lessee shall comply, and shall cause each of its officers, directors, employees, agents, contractors, and suppliers to comply, with any and all instructions and requirements for the use of City-owned property.

E. In any contract relating to the construction or installation of improvements in the Premises, Lessee shall require each of its contractors and suppliers to:

1. carry a policy of Builders Risk Insurance in accordance with Section 701(B)(5); and
2. furnish performance and payment bonds in the full amount of any contract in a form acceptable to the City. Payment bonds shall comply with the coverage requirements and conditions of Section 107.170 of the Missouri Revised Statutes, as amended. Copies of the bonds shall be given to the City for approval before work begins. Any sum or sums derived from said performance and payment bonds shall be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.

F. Upon the completion of the improvements hereunder, Lessee shall submit to the City a copy of its acceptance letter certifying completion, a certified copy of any certificate or permit which may be required by any federal, state or local government or agency in connection with the completion or occupancy thereof by Lessee, and a certified set of "as built" drawings.

Section 602. Nondisturbance of Airport Tenants and Operations. Any work by Lessee and its contractors shall be conducted in an orderly and proper manner, and shall not otherwise disturb, create a hazard, or interfere with other projects on, or the operations of, the Airport. Lessee shall promptly comply, and shall cause its contractors to comply, with any reasonable request from the City to correct its conduct or that of its contractors. If Lessee or its contractors fails to comply with the provisions of this Section, the City shall have the right to stop any or all work being performed, until such compliance is achieved, without terminating this Agreement.

ARTICLE VII INSURANCE, DAMAGE, AND INDEMNIFICATION

Section 701. Insurance.

A. General. Lessee at all times during the term hereof, shall cause St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their officers, agents and employees and Lessee to be insured on an occurrence basis against the risk of all claims and demands by third persons for bodily injury (including wrongful death) and property damage arising or alleged to arise out of the activities or omissions of Lessee, its officers, agents, and employees pursuant to this Agreement both on the Premises and the Airport.

B. Risks and Minimum Limits of Coverage. Lessee shall procure and maintain the following policies of insurance:

1. Commercial General Liability Insurance in an amount not less than \$2 million. Such coverage shall be single limit liability with no annual aggregate.
2. Automobile Liability Insurance in an amount not less than \$2 million combined single limit per occurrence (for automobiles used by Lessee in the course of its performance hereunder, including Lessee's non-owned and hired autos).

In the event that Lessee expands operations in which Lessee's vehicles operate on the airfield, the automobile liability insurance coverage shall be increased to \$10,000,000.00. A new certificate of insurance with the higher automobile coverage limits must be received by the Airport Properties Office before Lessee operates any vehicles on the airfield.

3. Workers' Compensation and Employer's Liability Insurance in accordance with Missouri laws and regulations. With respect to Workers' Compensation Insurance, if Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee shall require that all its subcontractors or licensees similarly provide such coverage (or qualify as a self-insured) for their respective employees. City, its officers, employees, or agents shall not be liable or responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions of this

Subparagraph and that the indemnification provisions hereof shall apply to this Section. It is expressly agreed that the employees of Lessee are not employees of the City for any purpose, and that employees of the City are not employees of Lessee.

4. Contents Insurance. Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee owned property. The City shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.

5. Builders Risk Insurance. During any period of construction or reconstruction for which Lessee contracts, Lessee shall carry, or shall require its contractor or contractors to carry, a policy of Builders Risk Insurance in an amount sufficient to insure the value of the work. The City shall be named Loss Payee on Builders Risk coverage to the extent of the City's interest therein (except to the extent coverage relates to Lessee's equipment and personal property). Lessee may elect to self-insure for individual projects with a total cost of \$50,000 or less.

6. Other Property Coverage. Lessee shall provide an "All Risk" insurance policy providing protection from direct loss arising out of any fortuitous cause other than those perils or causes specifically excluded by norm and which covers Lessee's improvements to the Premises, windows and doors, trade fixtures, and equipment. The City shall be named Loss Payee on such coverage to the extent of the City's interest therein (except to the extent coverage relates to Lessee's equipment and personal property).

C. Issuers of Policies. The issuer of each policy required herein shall be a financially sound insurance company authorized to issue insurance policies in the State of Missouri. Acceptable insurers include insurance companies with an "A.M. Best Company" rating of at least an "A," or other insurers or insurance syndicates of similar recognized responsibility.

1. Form of Policies. The insurance may be in one or more policies of insurance.

2. Non-waiver. Nothing the City does or fails to do shall relieve Lessee from its duties to provide the required coverage hereunder, and the City's actions or inactions shall not be construed as waiving the City's rights hereunder.

3. Insured Parties. Each policy by endorsement, except those for Workers' Compensation, Employer's Liability, shall name the City, its officers, agents, and employees as "additional insured" on the certificate of insurance, including all renewal certificates, to the extent of Lessee's indemnification obligations hereunder. Inclusion as an "additional insured" is not intended to, and shall not, make the City a partner or joint venturer with Lessee in its operations.

4. Deductibles. Lessee shall assume and bear any claims or losses to the extent of any deductible amounts and waives any claim it may ever have for the same against the City, its officers, agents, or employees; provided, however, that nothing herein stated shall diminish Lessee's rights or increase Lessee's obligations in respect to its undertakings or hold harmless defense and indemnification set forth in Section 704 hereof.

5. Cancellation. Each policy shall expressly state that it may not be cancelled, materially modified or nonrenewed unless 30 days advance Notice is given in writing to the City by the insurance company, or authorized representative of Lessee.

6. Subrogation. Each policy shall contain an endorsement by which the issuer waives any claim or right in the nature of subrogation to recover against the City, its officers, agents, or employees.

7. Endorsement of Primary Insurance. Each policy hereunder except Workers' Compensation shall be primary insurance to any other insurance available to the Additional Insured and Loss Payee with respect to claims arising hereunder.

8. Liability for Premium. Lessee shall be solely responsible for payment of all insurance premiums required pursuant to this Agreement, and the City shall not be obligated to pay any premiums; provided, however, that if Lessee fails to obtain the insurance as required herein or make premium payments, the City may, without further notification, effect such insurance or make such payments on Lessee's behalf and, after Notice to Lessee, the City may recover the cost of those payments with the installment of Rents next due, plus 15% administrative charge, from Lessee.

9. Proof of Insurance. Within 30 days of the Effective Date of this Agreement and at any time during the term hereof, Lessee shall furnish the City with certificates of insurance. At least 5 days prior to the expiration of any such policy, Lessee shall submit to the City a certificate showing that such insurance coverage has been renewed. If such

coverage is canceled or reduced, Lessee shall, within 15 days after the date of such notice from the insurer of such cancellation or reduction in coverage, file with the City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon reasonable notification by the City to Lessee, the City shall have the right to examine Lessee's insurance policies.

D. Maintenance of Coverage. Notwithstanding the proof of insurance requirements set forth above, it is the intention of the parties hereto that Lessee, continuously and without interruption, maintain in force the required insurance coverages set forth above.

E. City Right to Review and Adjust Coverage Limits. The City reserves the right at reasonable intervals during the term of this Agreement to cause the insurance requirements of this Article to be reviewed, at its sole cost, by an independent insurance consultant experienced in insurance for public airports, taking into consideration changes in statutory law, court decisions, or the claims history of the airline industry as well as that of Lessee, and, based on the written recommendations of such consultant, and in consultation with Lessee, to reasonably adjust the insurance coverages and limits required herein but not more often than every 24 months.

Section 702. Lessee Actions Affecting Insurance. Lessee shall not knowingly do or permit to be done anything, either by act or failure to act, that may cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that may cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. If such Lessee's act, or failure to act, causes cancellation of any policy, then Lessee shall immediately, upon notification by the City, do whatever is necessary to cause reinstatement of said insurance. Furthermore, if Lessee does or permits to be done any act or fails to do any act which causes an increase in the City's insurance premiums, Lessee shall immediately remedy such actions and/or pay the increase in premiums, upon Notice from the City to do so; but in any event, Lessee will hold the City harmless for any expenses and/or damage resulting from any such action.

Section 703. Damage to Premises.

A. Minor Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is partially damaged by fire or other casualty, but said circumstances do not render the Premises untenable as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section.

B. Substantial Damage. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is so extensively damaged by fire, or other casualty, as to render any portion of said Premises untenable but capable of being repaired, as determined by the City, the same shall be repaired to usable condition with due diligence by the City as provided in this Section. In such case, the Rents payable hereunder with respect to affected Premises shall be paid up to the time of such damage and shall thereafter be abated ratably in the proportion that the untenable area bears to the total Premises of the same category or type of space. Such abatement in rent will continue until the affected Premises are restored adequately for Lessee's use. The City shall use its best efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed.

C. Total Damage.

1. If any part of the Premises, or adjacent facilities directly and substantially affecting the use of the Premises, is damaged by fire or other casualty, and is so extensively damaged as to render any portion of said Premises incapable of being repaired, as determined by the City, the City shall notify Lessee as soon as practicable under the circumstances after the date of such damage of its decision whether to reconstruct or replace said space. However, the City shall be under no obligation to replace or reconstruct such premises. The Rents payable hereunder with respect to affected Premises shall be paid up to the time of such damage and thereafter shall cease until such time as replacement or reconstructed space shall be available for use by Lessee.

2. If the City elects to reconstruct or replace affected Premises, the City shall use its best efforts to provide alternate facilities to continue Lessee's operation while repair, reconstruction, or replacement is being completed, at a rental rate not to exceed that provided herein for comparable space. However, if such damaged space shall not have been replaced or reconstructed, or the City is not diligently pursuing such replacement or reconstruction, within 6 months after the date of such damage or destruction, Lessee shall have the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in effect with respect to the remainder of said Premises, unless such damaged or destroyed premises prevent Lessee from operating its Premises under this Agreement.

3. If the City elects not to reconstruct or replace affected Premises, the City shall meet and consult with Lessee on ways to permanently provide Lessee with adequate replacement space for affected Premises. Lessee shall have

the right, upon giving the City 30 days advance Notice, to delete the affected Premises from this Agreement, but this Agreement shall remain in full force and effect with respect to the remainder of said Premises, unless the loss of such premises prevents Lessee from using its Premises under this Agreement.

D. Scope of Restoration of Premises.

1. The City's obligations to repair, reconstruct, or replace affected Premises under the provisions of this Section shall in any event be limited to using due diligence and best efforts to restore affected Premises to substantially the same condition that existed prior to any such damage and shall further be limited by the provisions of Subsections 703(A)-(C). If the City elects to repair, reconstruct, or replace affected premises as provided in this Section, then Lessee shall proceed with due diligence and at its sole cost and expense to repair, reconstruct, or replace its signs, fixtures, furnishings, equipment, and other items provided or installed by Lessee in or about the Premises in a manner and in a condition at least equal to that which existed prior to said damage or destruction.

2. In lieu of the City's repair, reconstruction, or replacement of the affected premises, as provided in this Section, if Lessee requests to perform said function with respect to damage under Subsections 703(A) and (B), the City may, in its sole discretion, allow Lessee to do so. Any such work by Lessee must be done in accordance with the requirements of Section 601. The City shall reimburse Lessee for the cost of such work performed by Lessee. Lessee shall be considered to be doing such work on its own behalf and not as an agent or contractor of the City.

E. Damage From Lessee Negligence. Notwithstanding the provisions of this Section, if damage to or destruction of the Premises is due to the negligent or willful acts of Lessee, its agents, servants, or employees, or those under its control, there shall be no abatement of rent during the restoration or replacement of said Premises. In addition, Lessee shall have no option to delete the affected Premises from this Agreement. To the extent that the costs of repairs pursuant to this Section shall exceed the amount of any insurance proceeds payable to the City by reason of such damage or destruction, Lessee shall pay the amount of such additional costs to the City.

Section 704. Indemnification.

A. Lessee shall defend, indemnify, and hold harmless St. Charles County, Missouri, St. Clair County, Illinois, St. Louis County, Missouri, the City, their respective officers, agents and employees (the "Indemnified Parties") from and against any and all loss, liability, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards, settlements, costs, and expenses, including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property including all reasonable costs for investigation and defense thereof (including but not limited to attorneys' fees, court costs and expert fees) of any nature, arising out of and in connection with this Agreement, or Lessee's use of its Premises or other areas or facilities at the Airport by Lessee, its agents, employees, contractors, or subcontractors, including, but not limited to:

1. the acts or omissions of Lessee, its agents, employees, contractors, or suppliers;
2. Lessee's use or occupancy of the Airport and the Premises; and
3. any violation by Lessee in the conduct of Lessee's Air Transportation Business or its use of its Leased Premises or other areas or facilities at the Airport of any provision, warranty, covenant, or condition of this Agreement. Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

B. Lessee shall defend, indemnify, pay, and hold harmless the Indemnified Parties from and against all applicable taxes and assessments for which the City may become liable and which by law may be levied or assessed on the Premises, or which arise out of the operations of Lessee or by reason of Lessee's occupancy of its Premises except for any taxes or assessments based on the gross or net income or gross or net receipts of the City that are not allocable to Lessee-related receipts. However, Lessee may, at its own risk, cost, and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit Lessee to contest or appeal the same. Lessee shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City, upon request by the City, copies of receipts of payment. If the City receives any tax billings falling within the scope of this paragraph, it will forward said billings to Lessee. Lessee shall, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not.

C. Lessee shall defend, indemnify, and hold harmless the Indemnified Parties from and against any claim, suit, demand, action, liability, loss, damage, judgment, or fine, and all costs and expenses of whatever kind or nature associated therewith in any way arising from or based in whole or substantial part upon claim or allegation of a violation of any federal, state, or local

laws, statutes, resolutions, regulations, ordinance, or court order affecting the Airport, by Lessee, its agents, employees, contractors, or suppliers, in conjunction with Lessee's use and/or occupancy of the Premises. Lessee will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. Lessee shall include the substance of this Subsection (C) in every sublease, contract or other agreement which Lessee may enter into related to its activities on the Premises, and any such sublease, contract or other agreement shall specifically provide that the City is a third-party beneficiary of this and related provisions. This provision does not constitute a waiver of any other condition of this Agreement prohibiting or limiting assignments, subletting or subcontracting.

D. If a prohibited incursion into the air operations area occurs, or if the Aircraft Operations Area or sterile area security is breached, by or due to the negligence or willful act or omission of any of Lessee's employees, agents, contractors, or suppliers, and such incursion or breach results in a civil penalty action against the City, Lessee shall assume the defense of any such action and be responsible for any civil penalty or settlement amount required to be paid by the City as a result of such incursion or breach. The City shall notify Lessee of any allegation, investigation, or proposed or actual civil penalty sought for such incursion or breach. Civil penalties and settlement and associated expenses reimbursable under this paragraph include but are not limited to those paid or incurred as a result of violation of FAA or TSA regulations or security directives.

E. Lessee's obligation to defend and indemnify past officers, employees, and agents of the City shall apply to such persons only for claims, suits, demands, actions, liability, loss, damages, judgments, or fines arising from events, occurrences, and circumstances during which said officers, employees, and agents held their office or position with the City.

F. The City shall promptly notify Lessee of each claim, action, proceeding, or suit in respect of which indemnity may be sought by the City against Lessee hereunder, setting forth the particulars of such claim, action, proceeding or suit; shall furnish Lessee with a copy of all judicial filings and legal process and any correspondence received by the City related thereto; and shall tender the defense of same to Lessee.

G. The duty to defend, indemnify, hold harmless, and reimburse shall apply to any claim, demands, or suits made against the City for which Lessee is responsible pursuant to this Section. Provided, however, that upon the filing by anyone of a claim with the City for damages arising out of incidents for which Lessee herein agrees to indemnify and hold the City harmless, the City shall promptly notify Lessee of such claim and, if Lessee does not settle or compromise such claim, then Lessee shall undertake the legal defense of such claim both on behalf of Lessee and on behalf of the City, at Lessee's expense; provided, however, that Lessee shall immediately notify City if a conflict between the interests of Lessee and City arises during the course of such representation. Lessee shall use counsel reasonably acceptable to the City Counselor of the City or his or her designee, after consultation with the Airport Director, in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement. It is specifically agreed, however, that the City, at its option and at its own expense, may participate in the legal defense of any claim defended by Lessee in accordance with this Section. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to amount upon the expiration of the time for appeal therefrom. Nothing in this Article shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim of legal liability against the City. This Section shall not be construed as a waiver of the City's sovereign or other immunity.

H. The City, at its own expense except as otherwise provided herein, shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings and to the extent of its interests, approve, in writing, the terms of any settlement related to any claim, action, proceeding or suit set forth in this Section.

I. Notwithstanding the provisions of this Section, Lessee shall have no obligation to defend, indemnify, or hold harmless the City for any consequential damages or for any amounts to be paid in connection with losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, injunctive relief, judgments, awards and settlements if the City is conclusively determined to be more than 50% liable due to contributory negligence.

J. This Section shall survive the expiration or early termination of this Agreement. Lessee understands and agrees that any insurance protection furnished by Lessee pursuant to Section 701 shall in no way limit Lessee's responsibility to indemnify and hold harmless the City under the provisions of this Agreement.

Section 705. City Not Liable. Unless otherwise expressly provided for in this Agreement, the City shall not in any event be liable to Lessee for:

A. any acts or omissions of Lessee, its officers, directors, employees, agents, sublessees, contractors or suppliers, or for any conditions resulting from the operations or activities of Lessee's directors, officers, employees, agents, contractors, or suppliers;

B. Lessee's failure to perform any of the obligations hereunder or for any delay in the performance thereof;

C. any environmental condition in existence at the Airport, or any part thereof, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, its officers, directors, employees, agents, contractors, suppliers, invitees, or licensees except to the extent such conditions are caused by the City, its employees or agents; or

D. bodily injury or any loss or damage to real or personal property or business income occasioned by flood, fire, smoke, earthquake, lightning, windstorm, hail, explosion, riot, strike, civil commotion, vandalism, malicious mischief, or acts of war or terrorism, or for any injury, loss or damage not caused by the negligence, willful misconduct, or bad faith of the City.

ARTICLE VIII MERGERS, ASSIGNMENT, AND SUBLETTING

Section 801. Mergers and Consolidations. If Lessee consolidates with or merges into another company or permits one or more other companies to consolidate with or merge into it, or transfers or conveys all or substantially all of its property, assets and licenses to another company, the business entity resulting from or surviving such merger (if other than Lessee) or consolidation or the company to which such transfer or conveyance is made shall (i) expressly assume in writing and agree to perform all of Lessee's obligations hereunder, (ii) be qualified to do business in the State of Missouri, and (iii) if such business entity is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, furnish to the City an irrevocable consent to service of process in, and to the jurisdiction of, the courts of the State of Missouri with respect to any action or suit, in law or at equity, brought by the City to enforce this Agreement. If Lessee is the surviving business entity in such a merger, the express assumption referred to in this Section shall not be required.

Section 802. Assignments. Lessee shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement other than in connection with a transaction referenced in Section 801 without the express consent of the City.

Section 803. Subleases. All subleases are subject to the prior written approval of the Airport Director. At least sixty (60) days prior to any contemplated sublease of all or any part of the Premises, Lessee must submit in writing a request to the Airport Director. This request must include a copy of the proposed sublease (see Section 803.A below). No sublease shall be effective as it pertains to the City until such time as the City receives a fully executed copy of the approved sublease agreement as provided for herein. Any sublease for space or granting of rights acquired hereunder shall be subject to the review and prior written approval of Airport Director. All subleases must require at a minimum: (1) strict compliance with all provisions of this Agreement, (2) a provision that the Sublessee will use the facilities solely for the purposes identified in this Agreement, (3) a provision providing that all terms of the sublease are subject to and subordinate to the provisions of this Agreement, and (4) a provision that the term of the sublease shall expire immediately at the expiration or early termination of this Agreement. Lessee covenants, stipulates, represents, warrants, and agrees that should a sublessee fail to perform the obligations contained within the sublease or any provision of this Agreement, Lessee shall immediately initiate and take all corrective action(s).

ARTICLE IX DEFAULT AND TERMINATION

Section 901. Events of Default. Each of the following constitutes an "Event of Default" under this Agreement:

A. Lessee fails to punctually pay when due any Rents or any other sum required to be paid hereunder, and such failure continues for a period of 15 days after Notice of non-payment has been given to Lessee by the City.

B. Lessee fails to keep, perform and observe any promise, covenant or other provision of this Agreement for a period of 30 days after Notice specifying such failure by the City; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to the City's right to terminate this Agreement if corrective action is instituted by Lessee within such 30 day period and diligently pursued until the failure is corrected.

C. Any representation or warranty of a material fact made by Lessee herein or in any certificate or statement furnished to the City pursuant to or in connection herewith proves untrue in any material respect as of the date of issuance or making thereof, and such materiality is then continuing.

D. Lessee discontinues its conduct of business at the Premises for a period of 30 consecutive days or, after exhausting or abandoning any further appeals, Lessee is prevented for a period of 30 consecutive days by action of any governmental agency other than the City from conducting its business at the Premises.

E. Lessee fails to maintain the minimum required insurance coverage as required by Section 701 for a period of 30

days after Notice specifying such failure by the City, provided that the City shall have the right to immediately suspend Lessee's right to operate at the Airport until Lessee has obtained the minimum required insurance coverage.

F. Lessee becomes insolvent (as such term is defined under Section 101 of the Federal Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code"), or any successor statute thereto); or fails to pay its debts generally as they mature; or takes the benefit of any present or future federal or state insolvency statute; or makes a general assignment for the benefit of creditors.

G. Lessee files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any state thereof, or under any law or statute of another country; or consents to the appointment of a receiver, trustee, custodian, liquidator, or other similar official, of all or substantially all of its property; or an order for relief is entered by or against Lessee under any chapter of the Bankruptcy Code.

H. Lessee is adjudged a debtor or bankrupt and/or an order is made approving a petition filed by any of Lessee's creditors or stockholders seeking Lessee's liquidation or reorganization under the Bankruptcy Code or under any other law or statute of the United States or any state thereof, and such order or decree is not stayed or vacated within 60 days of its issuance.

I. A petition under any chapter of the Bankruptcy Code or an action under any federal or state insolvency law or statute, or an action under any insolvency law or statute of another country is filed against Lessee and is not dismissed or stayed within 60 days after the filing thereof.

J. By or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency or officer, a receiver, trustee, custodian, liquidator, or other similar official takes possession or control of all or substantially all of the property of Lessee and such possession or control continues in effect for a period of 60 days.

K. Lessee becomes a corporation in dissolution.

L. The letting, license, or other interest of or rights of Lessee hereunder is transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, corporation, or other entity, by, in connection with or as a result of any bankruptcy, insolvency, trusteeship, liquidation, or other proceedings or occurrence described in subparagraphs (F) through (K) of this Section.

M. Lessee enters into an Assignment or sublease which is not approved by the City in accordance with the provisions of Article VIII, and, if a sublease, it is not terminated within 10 days after Notice from the City.

Notwithstanding any other provision of this Agreement, if, as of the Effective Date, Lessee is a debtor in a Chapter 7 or Chapter 11 case under the Bankruptcy Code, such case shall not constitute an Event of Default.

Section 902. Termination by the City.

A. Whenever an Event of Default has occurred, the City may at its option, immediately and without further notification of such Event of Default:

1. Terminate this Agreement and/or Lessee's rights granted hereby, but without discharging any of Lessee's obligations hereunder and, at the City's further option, exclude Lessee from its Premises. If Lessee uses, occupies, or fails to surrender or remove its property from its Premises, or any portion thereof, without the consent of the City after this Agreement has been terminated or expires, Lessee may be deemed a tenant at sufferance during the period of such use or failure and, in such event, Lessee shall pay Rents established by the City during such period. In such event, the City shall have, in addition to whatever other rights are available to the City, the right to all remedies provided under applicable laws, and reasonable costs, disbursements, and attorney fees including consequential damages incurred as a result of the holdover.

2. Without terminating this Agreement, exclude Lessee from its Premises and use its best efforts to lease such Premises to a replacement lessee. Lessee shall remain liable for all Rents and other payments due hereunder for the remainder of the term of this Agreement; provided, however, that any rents received from a replacement Lessee shall be credited against the amounts owed by Lessee.

B. In the event of an Event of Default, the City may exercise any and all of the rights provided to it in this Section irrespective of any subsequent cure by Lessee, unless otherwise mutually agreed by Lessee and the City.

C. In accordance with the provisions of 14 C.F.R. Part 158, App. A(B)(7), as it may be amended from time to time,

if Lessee is an air carrier or foreign air carrier as defined by Federal law, and if any of Lessee's Premises is financed in whole or in part with PFC revenue, and if Lessee has an exclusive lease or use agreement for facilities at the Airport ("Exclusive Facilities"), and if any portion of such Exclusive Facilities is not fully utilized and is not made available for use by potentially competing companies, this Agreement may be terminated by the City.

D. The remedies set forth in this Article shall be in addition to all other remedies which are or may be available to the City at law or in equity to enforce the performance and observance of any obligation, agreement or covenant of Lessee hereunder, including collection of amounts due.

E. All rights and remedies given to the City herein and all rights and remedies granted to the City by law shall be cumulative and concurrent. No termination of this Agreement or the taking or recovering of the Premises shall deprive the City of any of the City's remedies or actions against Lessee for Rents or for damages or for the breach of any covenant herein contained, nor shall the bringing of any action for Rents or breach of covenant, the resort to any other remedy herein provided for the recovery of Rents or any delay in exercising such rights, be construed as a waiver of the right to obtain possession of the Premises.

F. In no event shall this Agreement or any rights or privileges hereunder be an asset of Lessee under any bankruptcy, insolvency, or reorganization proceedings.

Section 903. Change of Term.

Notwithstanding the provisions of Section 301, automatically and immediately upon the occurrence of an Event of Default described in Subsections 901 (F) - (K), the term of this Agreement shall convert to month-to-month; provided, however, that the conversion of the term of this Agreement pursuant to this Section shall not discharge any of Lessee's obligations hereunder nor affect any of the City's remedies set forth herein.

Section 904. Termination by Lessee.

At any time that Lessee is neither in default nor has committed an Event of Default hereunder, Lessee may terminate this Agreement to the extent set forth below, at Lessee's option, prior to the scheduled expiration date set forth in Section 301, by giving the City 30 days' advance Notice upon or after the happening and during the continuance of any of the following events:

A. Any action of any federal, state, county, or municipal governmental agency refusing to permit Lessee to operate into, from, or through the Premises as Lessee has previously operated regularly thereon, and the remaining in force of such refusal for a period of at least 30 days;

B. Any failure by the City to keep, perform and observe any material promise, covenant, or other provision of this Agreement for a period of 30 days after Notice specifying such failure and requesting that it be remedied is given to the City by Lessee; provided, however, that any such failure which can be cured, but which cannot with due diligence be cured within such 30 day period, shall not give rise to Lessee's right to terminate this Agreement if corrective action is instituted by the City within such 30 day period and diligently pursued until the failure is corrected; or

C. Lessee is prevented from conducting its business at the Premises for a period in excess of 90 consecutive days for any reason other than causes directly controlled by Lessee.

ARTICLE X SURRENDER OF PREMISES

Section 1001. Surrender of Premises.

A. Surrender of Premises. On expiration of the term of this Agreement or earlier termination as hereinafter provided, Lessee shall:

1. peaceably surrender possession of the Premises and other space made available to Lessee hereunder in a clean, sanitary, and good condition, excepting only reasonable wear and tear (taking into account repair and maintenance required to be done by Lessee), acts of God, fire, and other casualties, and the City shall have the right to take possession of said Premises hereunder; and

2. return the Premises to the City in a condition such that Hazardous Materials which were placed, stored, used, generated, treated, released, discharged, disposed, and/or spilled on, under, or about the Premises by Lessee, its officers, directors, employees, agents, contractors, or suppliers do not exceed allowable levels established under applicable

Environmental Laws and Environmental Permits in accordance with Subsection 406(C). If the City is required under applicable Environmental Laws to undertake actions to bring the Premises into compliance with this provision, or any applicable Environmental Laws or Environmental Permits as a result of Lessee's failure to timely correct same in accordance with Subsection 406(C), Lessee shall reimburse the City for any Remediation Costs incurred by the City, as provided for in Subsection 406(E).

The City shall not be required to notify Lessee to quit possession at the expiration date of the term of this Agreement.

B. Removal of Personal Property. Provided Lessee is not in default for non-payment of Rents or any other payment due hereunder, Lessee shall have the right, on expiration or early termination of this Agreement and within 30 days thereafter, to remove or dispose of all trade fixtures and equipment and other personal property installed or placed by Lessee, in, on, or about the Airport. Lessee shall not be entitled to remove non-trade fixtures without the advance consent of the City. If, following the expiration or early termination of this Agreement, the City has immediate need to accommodate a new tenant, the City may remove and store Lessee's trade fixtures, equipment and personal property, at Lessee's risk.

C. Removal Damages. Lessee shall repair any damage caused by the removal of its trade fixtures, equipment, or personal property. Removal shall be at Lessee's expense. Notwithstanding the above, consideration shall be given to the intended long-term use of the premises and if the City determines that such premises would not be maintained for a period warranting the repairs indicated above, the City may alter or waive the repair requirement of this Subsection. If the Premises are yielded or delivered to the City in need of repair, reconditioning, or restoration to the condition that existed when Lessee first used the Premises pursuant to this Agreement or any preceding agreement (reasonable wear and tear taking into account repair and maintenance required to be done by Lessee excepted), after reasonable notification by the City to Lessee, the City shall repair or recondition said Premises and the cost thereof, plus actual administrative costs, shall be invoiced to Lessee and payable immediately. The City shall determine the condition of the Premises at the expiration or early termination of this Agreement.

D. Ownership of Fixtures and Personal Property Not Removed. If, after 30 days following the expiration or early termination of this Agreement, Lessee fails to remove its fixtures and other personal property from the Premises, such fixtures and personal property may be deemed abandoned. In addition to whatever other rights are available to the City, with prior notification of Lessee, the City may: (i) remove, sell, or store Lessee property at Lessee's expense, or (ii) take title to Lessee property in lieu of removal on behalf of Lessee. If the City takes title to such property or otherwise disposes of the property, the City shall be entitled to all proceeds of sale of such Lessee property as liquidated damages for the breach of this covenant to remove.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 1101. Relationship of Parties. Nothing herein contained is intended or shall be construed to create or establish any relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Lessee the general representative or agent of the City for any purpose whatsoever.

Section 1102. Amendment. Except as otherwise expressly provided herein, this Agreement may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.

Section 1103. Subordination to Agreements with the United States.

A. This Agreement shall be subordinated to the provisions of any existing or future agreement between the City and the United States Government or governmental authority, relating to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds or the approval to impose or use PFCs for the improvement or development of the Airport. Lessee shall not cause the City to violate any assurances made by the City to the United States Government in connection with the granting of such federal funds or the approval of such PFCs.

B. All provisions of this Agreement shall be subordinate to the rights of the United States of America to operate all of the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 1104. Subordination to Trust Indenture.

A. This Agreement and all rights granted to Lessee hereunder are expressly subordinated and subject to the lien and provisions of the pledges, covenants (including rate covenants), transfers, hypothecation, or assignments made by the City in the Trust Indenture and any Bond ordinance (including related documents authorized or approved by such ordinance) enacted by the City

regarding the issuance of Bonds. The City expressly reserves the right to make such pledges and grant such liens and enter into covenants as it may deem necessary or desirable to secure and provide for the payment of Bonds, including the creation of reserves therefor; provided, however, that if the City adopts an amendment to the Trust Indenture that materially affects the method of calculation of Rents, Fees, and Charges as set forth in this Agreement, Lessee may terminate this Agreement with Notice to the City no later than 30 days after the adoption of such amendment to the Trust Indenture.

B. Lessee understands that the City is and will be the issuer of Bonds. With respect to outstanding Bonds that may be issued in the future, the interest on which is intended to be excludable from gross income of the holders of such Bonds for federal income tax purposes under federal law, Lessee shall not act, or fail to act (and will immediately cease and desist from any action, or failure to act) with respect to the use of the Premises, if the act or failure to act may cause the City to fail to be in compliance with the provisions of federal law with respect to those types of Bonds, as it now exists or may be amended, supplemented, or replaced, or the regulations or rulings issued thereunder, nor will Lessee take, or persist in, any action or omission that may cause the interest on the tax-exempt Bonds either (i) not to be excludable from the gross income of the holders thereof for federal income tax purposes; or (ii) to become subject to the alternative minimum tax for federal income tax purposes.

Section 1105. Certificate in Connection with Issuance of Bonds. In connection with any issuance of Bonds by the City, upon not less than 30 days prior request by the City, Lessee shall deliver to the City a statement in writing certifying:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that the Agreement as modified is in full force and effect);

B. that to Lessee's knowledge the City is not in default under any provision of this Agreement, or, if in default, the nature thereof in detail; and

C. such further matters as may be reasonably requested by the City, it being intended that any such statement may be relied upon by the parties involved in such issuance of Bonds.

Section 1106. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person or entity other than the parties hereto and their assigns any legal or equitable rights hereunder.

Section 1107. Counterparts. This Agreement may be executed in one or more counterparts.

Section 1108. Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda referred to herein, including the exhibits referred hereto, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

Section 1109. Survival of Warranties. All warranties and covenants set forth in this Agreement shall survive the execution and performance of this Agreement.

Section 1110. Quiet Enjoyment. Upon payment of all amounts due hereunder and performance of the covenants and agreements on the part of Lessee to be performed hereunder, the City shall not act or fail to act, except as otherwise provided by this Agreement, in a manner that will prevent Lessee from peaceably having and, in accordance with the terms hereof, enjoying the Premises and all rights, licenses, services, and privileges of the Airport and its appurtenances and facilities granted herein.

Section 1111. No Personal Liability.

A. The City shall not be liable for any acts or omissions of any Lessee or any condition resulting from the operations or activities of tenants or their representatives.

B. No director, officer, employee, or agent of the City or Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach hereof or because of its or their execution of this Agreement. Any administrative complaint brought against the City relating to any aspect of this Agreement shall be brought against the City and not against named individual respondents.

Section 1112. Governing Law and Forum Selection. This Agreement is made and entered into in the State of Missouri, and Missouri law shall govern and apply to this Agreement. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall be brought only in a federal or state court in the City of St. Louis, Missouri. Lessee and the City hereby admit and consent to the jurisdiction and venue of such courts. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 1113. Communications and Notices.

A. Except as otherwise expressly provided in this Agreement, all communications, including notifications, requests, authorizations, approvals, demands, and consents provided for hereunder shall be in writing.

If to the City, to: Airport Director
Lambert-St. Louis International Airport®
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee, to: Senior Principal, Corporate Real Estate
American Airlines, Inc.
P.O. Box 10007
St. Louis, MO 63145

or to such other person or address as either the City or Lessee may hereafter designate by Notice to the other in accordance with Subsection 1113(B).

B. All Notices required by this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City and Lessee at the addresses set forth in Subsection 1113(A), with copy to:

If to the City: Office of the City Counselor
Airport Legal Department
10701 Lambert International Boulevard
St. Louis, Missouri 63145

If to Lessee: Vice President, Corp. Real Estate
American Airlines, Inc.
P.O. Box 619616
Dallas/Ft. Worth Airport, TX 75261

with a copy to: Senior Principal, Corporate Real Estate
American Airlines, Inc.
P.O. Box 10007
St. Louis, MO 63145

or to such other person or address as either the City or Lessee may hereafter designate by Notice.

Except as otherwise expressly provided hereunder, any such Notice shall be deemed to have been given or made: (i) if sent by certified mail, 5 days after being deposited in the mails, postage prepaid and properly addressed; (ii) if via overnight mail, the next business day; and (iii) if delivered by personal service, when delivered to the addressee.

Section 1114. Force Majeure.

A. Neither party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations hereunder due to acts, events or conditions beyond its control, including acts of God, weather conditions, shortages of energy or materials, embargoes, riots, rebellions, sabotage, acts of a public enemy, war, terrorism, insurrection, strikes, boycotts, picketing, slow-downs, work stoppages or other labor actions affecting the rights or obligations of the City or Lessee hereunder, their respective contractors or subcontractors, except to the extent that such failure, delay or interruption directly or indirectly results from failure on the part of the City or Lessee to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption; provided, however, that, except as herein specifically provided, nothing in this Section is intended or shall be construed to abate, postpone or in any respect diminish Lessee's obligations to make any payments due to the City pursuant to this Agreement.

B. The City shall be under no obligation to supply any service if and to the extent and during any period that the supplying of any such service or the use of any component necessary therefor shall be prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 1115. Invalid Provisions. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or

enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 1116. No Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice that may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement.

Section 1117. City's Rights and Remedies are Cumulative. All rights and remedies of the City as provided herein and under law are cumulative in nature.

Section 1118. Construction of Agreement. The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. The parties further acknowledge that this Agreement is the result of extensive negotiations between the parties and shall not be construed against the City by reason of the preparation of this Agreement by the City.

Section 1119. Timing. The parties expressly agree that time is of the essence in this Agreement. Failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall relieve the other party, without liability, of any obligation to accept such performance.

Section 1120. Representatives. The City and Lessee shall each designate a representative who, except as otherwise provided hereunder, shall be authorized to act for the City and Lessee, respectively, with respect to any actions to be taken by either of them under the terms of this Agreement. Except as specifically set forth herein, for the purposes of actions to be taken by it or by the City, the City's representative shall be the Airport Director. Lessee's representative shall be designated in a Notice delivered to the City. Any party hereto may change its designated representative by Notice to the other party.

Section 1121. Approvals.

A. Whenever in this Agreement any approval is required, such decision shall be promptly rendered and shall not be unreasonably withheld or conditioned. No disapproval shall be valid if such disapproval constitutes an anticompetitive act as described by a federal agency having jurisdiction over such matters.

B. Unless otherwise required by state or local law, wherever in this Agreement the approval, authorization, consent, certification, determination, waiver, or any other action of the City is required, it may be performed by the Airport Director, unless otherwise provided herein. In taking such actions, the Airport Director shall act reasonably, and take into consideration the best interest of the traveling public and the operations of the Airport.

C. In all instances in this Agreement where consent or approval of one party is required for an action by the other party, such consent shall be in writing unless otherwise agreed by the parties.

Section 1122. Successors and Assigns. The terms, conditions, and covenants of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and upon their permitted successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any conditions regarding assignment or subletting contained in this Agreement.

Section 1123. Authority to Execute. The person(s) executing this Agreement on behalf of Lessee warrants to the City that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Missouri, that Lessee has full right and authority to enter into this Agreement, and that each and every person signing on behalf of Lessee is authorized to do so.

Section 1124. Other Agreements. The City acknowledges that Lessee may have entered into other agreements with the City with respect to Lessee's operations at the Airport, which agreements may grant certain additional rights to, and impose certain additional obligations upon, Lessee in addition to those rights and obligations set forth herein. Nothing in this Agreement shall serve to restrict any such additional rights or obligations.

Section 1125. Entire Agreement. This Agreement, including the attached exhibits, embodies the entire agreement between the City and Lessee relating to the subject matter hereof, and supersedes all prior agreements and understandings, written or oral, express or implied, between the City and Lessee relating thereto.

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

Authorized by City Ordinance _____, approved _____, 2007.

The foregoing Agreement was approved by the Airport Commission at its meeting on the _____ day of _____, 2007.

THE CITY OF ST. LOUIS BY:

Commission Chairman and Director of Airports Date

APPROVED AS TO FORM ONLY BY:

City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

Comptroller, Date
City of St. Louis

ATTESTED TO BY:

Register, Date
City of St. Louis

The Board of Estimate and Apportionment approved the foregoing Agreement in substance at its meeting on the ___ day of _____, 2007.

Secretary, Date
Board of Estimate & Apportionment

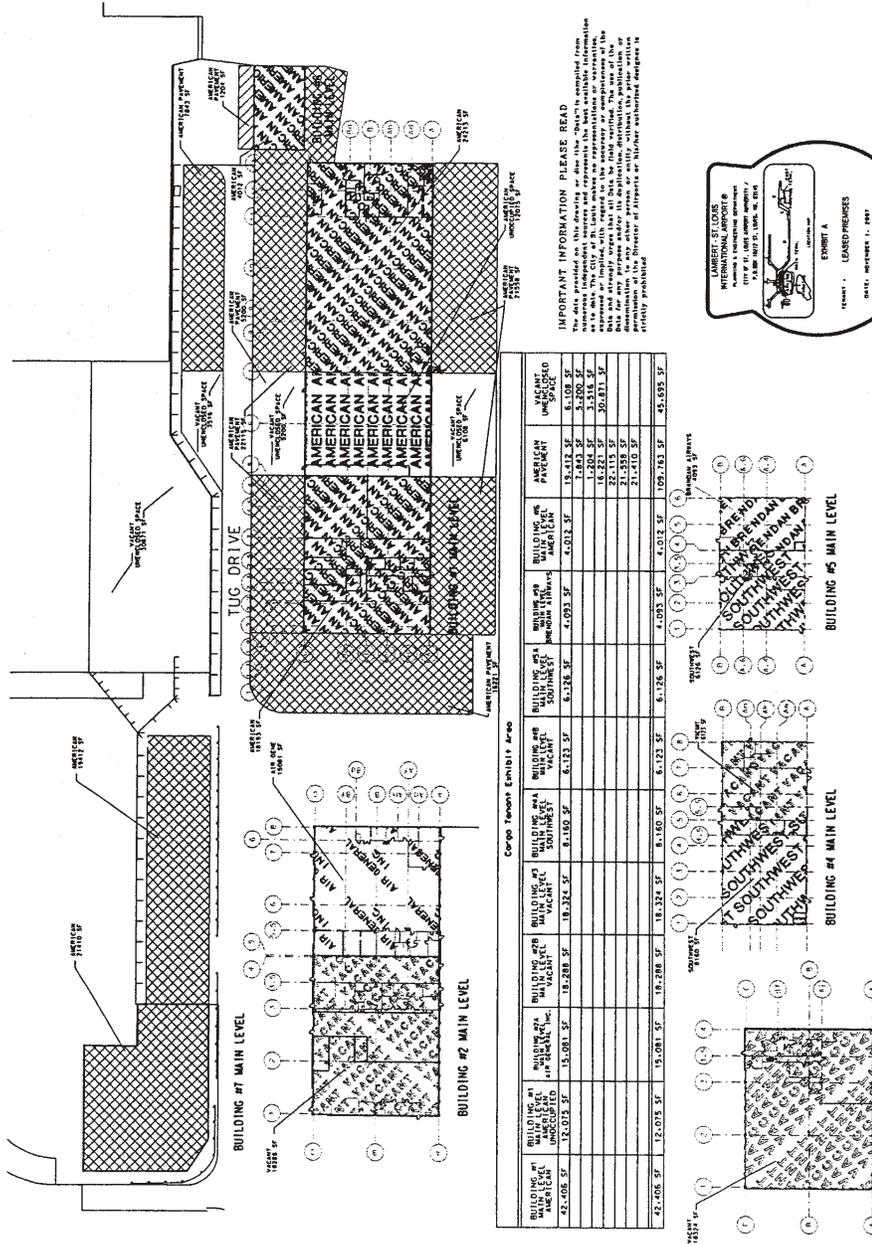
AMERICAN AIRLINES, inc.

BY: _____

Title: _____

Date: _____

67786



ST. LOUIS, MISSOURI
 CITY OF ST. LOUIS
 DEPARTMENT OF PLANNING AND DEVELOPMENT
 1415 MARKET STREET, 3RD FLOOR
 ST. LOUIS, MISSOURI 63103
 TEL: 314.488.3000
 FAX: 314.488.3001
 WWW.CITYOFSTLOUIS.MO.GOV

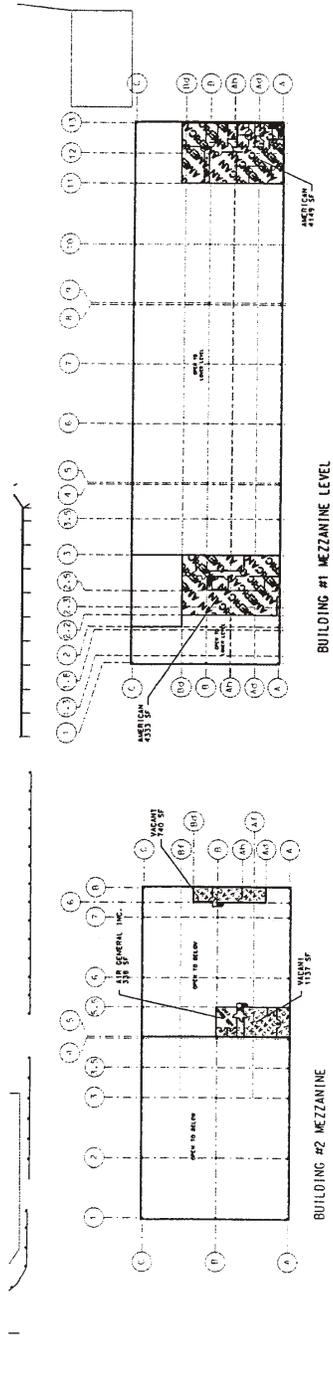
EMBIT A
 LEASING PRELIMINARY
 DATE: SEPTEMBER 1, 2007
 SHEET NO. 2

CARGO FACILITY
 LOCATION PLAN
 TENANT EXHIBIT

GRAPHIC SCALE

IMPORTANT INFORMATION PLEASE READ
 The data provided on this drawing is for informational purposes only and does not constitute a contract. It is the responsibility of the user to verify the accuracy of the information provided and to consult with the appropriate authorities for any questions or concerns. No liability is assumed for any errors or omissions. This drawing is the property of the City of St. Louis and is not to be reproduced or distributed without the written permission of the Director of Planning and Development. All rights reserved.

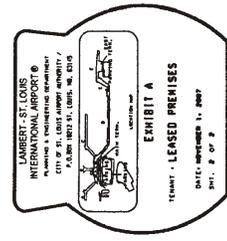
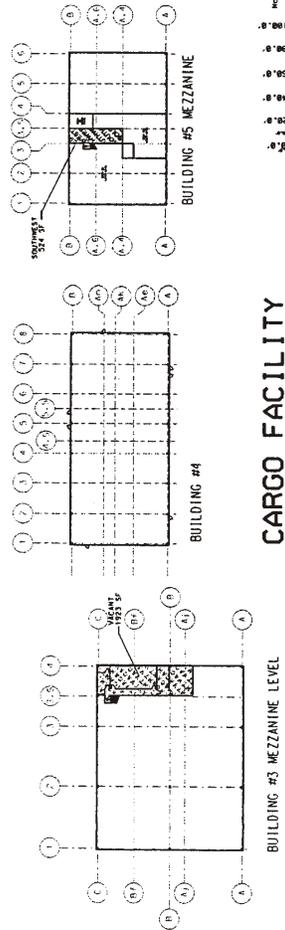
67786



Cargo Tenant Exhibit Area

BUILDING #1 MEZZANINE LEVEL	BUILDING #2A MEZZANINE LEVEL	BUILDING #2B MEZZANINE LEVEL	BUILDING #3 MEZZANINE LEVEL	BUILDING #4 MEZZANINE LEVEL	BUILDING #4A MEZZANINE LEVEL	BUILDING #4B MEZZANINE LEVEL	BUILDING #5 MEZZANINE LEVEL
4,133 SF	2,199 SF	1,137 SF	1,923 SF	1,923 SF	524 SF	524 SF	524 SF
4,148 SF	2,199 SF	1,137 SF	1,923 SF	1,923 SF	524 SF	524 SF	524 SF
8,482 SF	2,199 SF	1,877 SF	1,923 SF	1,923 SF	524 SF	524 SF	524 SF

IMPORTANT INFORMATION PLEASE READ
 The data provided on this drawing or disc (the "Data") is compiled from numerous independent sources and represents the best available information available at the time of preparation. The Data is provided for informational purposes only and is not intended to be used for any purpose other than the specific use intended by the City of St. Louis. The City of St. Louis does not warrant, represent or guarantee the accuracy, completeness or reliability of the Data. The City of St. Louis shall not be liable for any damages, including but not limited to, direct, indirect, special, incidental or consequential damages, arising out of the use of the Data. The City of St. Louis shall not be liable for any damages, including but not limited to, direct, indirect, special, incidental or consequential damages, arising out of the use of the Data. The City of St. Louis shall not be liable for any damages, including but not limited to, direct, indirect, special, incidental or consequential damages, arising out of the use of the Data.



**CARGO FACILITY
 LOCATION PLAN
 TENANT EXHIBIT**