

March 3, 2006

Mr. Gerard J. Olsen
Vice President
Shared Services Group – St. Louis Site
The Boeing Company
P.O. Box 516, M/C S100-1269
St. Louis, MO 63166-0516

Dear Mr. Olsen:

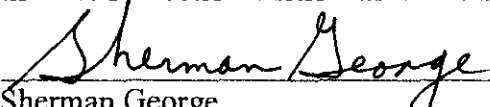
This letter is submitted in response to your request for documentation of the fire fighting services available from the City of St. Louis (the "City") to McDonnell Douglas Corporation (a wholly owned subsidiary of The Boeing Corporation) to assist your compliance with Department of Defense regulations contained in National Aerospace Standard #3306.


The City is the owner of Lambert-St. Louis International Airport (the "Airport") which is located in St. Louis County outside the City's boundaries. Fire fighting services for properties in St. Louis County are provided by a number of separate Fire Protections Districts ("Districts"), several of which have various parts of the Airport in their jurisdiction.

Because of the size of the Airport and the complexity of its operations, the St. Louis Fire Department provides sophisticated on site fire fighting equipment and personnel at the Airport at all times. In addition to traditional fire fighting capability, this contingent, known as St. Louis Fire Department District # 8, maintains full aircraft rescue and fire fighting capability at the Airport at an Index D level in compliance with Federal Aviation Regulations 139.315 and 139.319.

The St. Louis Fire Department and each St. Louis County Fire Protection District that has jurisdiction over the Airport and McDonnell Douglas property in the vicinity of the Airport, have entered into a Mutual Aid Agreement. Under the Mutual Aid Agreement the St. Louis Fire Department provides additional fire fighting services when requested by the other Districts. Ordinance # 60366 enacted by the City June 18, 1987 authorized this arrangement for the St. Louis Fire Department.

Because of its aircraft rescue fire fighting capability, the St. Louis Fire Department assumes the primary responsibility for responding to incidents occurring on the Airport's airfield and when requested, the McDonnell Douglas ramp involving aircraft or otherwise. As to buildings owned or leased from the City by McDonnell Douglas in the vicinity of the Airport, again, pursuant to the Mutual Aid Agreement, the St. Louis Fire Department provides services in conjunction with the Fire Protection District in which the property is located.


Sherman George
Fire Commissioner and Chief
St. Louis Fire Department


Kevin C. Dolliole
Director, Airport Authority
Lambert-St. Louis International Airport

Mr. Kevin C. Dolliole
Director, Airport Authority
Lambert-St. Louis International Airport Authority

Re: Provision of Fire Fighting Equipment and Associated Equipment and
Personnel

Subject to the terms and conditions set forth in this letter agreement, The Boeing Company-St. Louis ("Boeing") agrees to make available to the City of St. Louis, Lambert-St. Louis International Airport ("City") certain fire fighting vehicles and associated equipment and personnel.

Boeing shall make available to the City the vehicles, equipment, and personnel specified herein solely in order to provide crash fire rescue services and/or capabilities for military and civilian aircraft within the present boundaries of the Lambert-St. Louis International Airport. Such vehicles, equipment and personnel shall be made available by Boeing to the City during such periods when City-owned or operated fire fighting vehicles required to maintain the published CFR Index level of service for Lambert-St. Louis International Airport are temporarily rendered inoperative as defined in Federal Aviation Regulation Part 139.319(g)(3). For such periods, the City shall use best efforts to repair, restore, or replace the required City-owned or operated fire fighting vehicles in a prompt manner, provided, however, that Boeing shall not be required to provide or make available vehicles, personnel or equipment for any continuous period in excess of (3) Three years without the further written agreement of Boeing and City.

City shall notify Boeing in writing, and Boeing shall acknowledge receipt thereof, when required City-owned or operated fire fighting vehicles are temporarily rendered inoperative as defined in Federal Aviation Regulation Part 139.319(g)(3). Upon receipt and acknowledgement of such notice, Boeing-Fire Services shall coordinate with City's Fire Department to make available to the City, and in accordance with the City's direction, the following vehicle and equipment:

One (1) Fire Suppression Characteristic, a Class 1 Aircraft Rescue Fire Fighting vehicle (1500 striker) with a capacity of 1500 usable gallons of water, 210 gallons of 3% Aqueous Film Forming Foam (AFFF), no dry chemical, and 460 pounds of Halotron 1 clean agent.

It is understood and agreed that Boeing may substitute a vehicle of equivalent capability. In addition, Boeing will make available sufficient fire fighting personnel and equipment to operate the above specified vehicle and associated equipment in accordance with direction given by City's Fire Department.

It is understood and agreed that Boeing shall not be required to provide or make available the vehicles, equipment or personnel specified herein to the extent that (1) Boeing's fire fighting vehicles or equipment are temporarily unavailable due to scheduled or unscheduled maintenance or are otherwise rendered inoperative, or (2) Boeing's fire fighting vehicles, equipment, or personnel are required, in the sole opinion of Boeing's Fire Services Department, to respond to

an emergency at or about the Boeing facility, or (3) such fire fighting vehicles, equipment, or personnel are required to satisfy Department of Defense requirements applicable to Boeing and its facilities or operations.

It is further understood and agreed that the fire vehicle and equipment above is the property of Boeing and will continue to be the property of Boeing. The City shall accept all associated costs to operate and maintain the Boeing vehicle and equipment only when said vehicle and equipment are utilized by the City to maintain the Airport CFR Index at its published level. Boeing shall retain all associated costs to operate and maintain said equipment at all other times.

This letter agreement shall not be construed to require the use or potential use of Boeing's vehicles, equipment, or personnel for purposes other than provision of crash fire rescue services and/or capabilities for military and civilian aircraft within the present boundaries of the Lambert-St. Louis International Airport, nor shall this letter agreement be construed to require use of Boeing's vehicles, equipment, or personnel in connection with the City's duties and obligations pursuant to any existing or future mutual aid or reciprocal fire protection agreements with any other fire protection district.

THIS LETTER AGREEMENT IS SUBJECT TO THE FOLLOWING WAIVER AND RELEASE

BOEING MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY VEHICLE(S), EQUIPMENT, OR PERSONNEL PURSUANT TO THIS LETTER AGREEMENT AND/OR WITH RESPECT TO ANY SERVICES PROVIDED BY SUCH VEHICLES(S), EQUIPMENT, OR PERSONNEL PURSUANT TO THIS LETTER AGREEMENT, AND CITY HEREBY WAIVES AND RELEASES BOEING FROM ANY AND ALL CLAIMS OR LIABILITIES OF ANY NATURE ARISING OUT OF THIS LETTER AGREEMENT, ARISING OUT OF THE PROVISION OF ANY VEHICLE(S), EQUIPMENT, OR PERSONNEL PURSUANT TO THIS LETTER AGREEMENT, AND/OR ARISING OUT OF ANY SERVICES PROVIDED BY SUCH VEHICLE(S), EQUIPMENT, OR PERSONNEL PURSUANT TO THIS LETTER AGREEMENT, WHETHER ANY SUCH CLAIM OR LIABILITY ARISES IN TORT (INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF BOEING, CITY OR ANY OTHER PERSON OR ENTITY) OR CONTRACT, OR WHETHER SUCH CLAIM OR LIABILITY IS FOR LOSS OF USE, REVENUE OR PROFIT, OR WHETHER SUCH CLAIM OR LIABILITY IS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

This letter agreement may be terminated by either Boeing or City, in their sole discretion, upon thirty (30) days written notice.

[Fire Services Representative]

Acknowledged and Agreed:

The Boeing Company

By: _____
Gerard J. Olsen
Vice President-Shared Services Group

Date: _____

Acknowledged and Agreed:

City of St. Louis

By: Kevin C. Dolliole
Kevin C. Dolliole
Director, Airport Authority
Lambert-St. Louis International Airport

Date: 3.22.06

By: Sherman George
Sherman George
Fire Commissioner and Chief
St. Louis Fire Department

Date: March 22, 2006