

**CITY OF ST. LOUIS  
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®  
AIRPORT USE AND LEASE AGREEMENT  
CARGO ADDENDUM  
FEDERAL EXPRESS CORPORATION**

This Cargo Addendum, is dated \_\_\_\_\_, 201\_, and is between The City of St. Louis, a municipal corporation of the State of Missouri (“City”), and Federal Express Corporation, a corporation organized and existing under the laws of the State of Delaware (“Airline”).

**RECITALS**

Airline is engaged in the business of providing commercial air transportation of property (“Air Cargo”).

Airline wishes to provide Air Cargo services at the Airport and, to that end, desires to enter into an Airport Use and Lease Agreement (“Agreement”) for the use of the Airport.

The City is willing to grant Airline certain rights and privileges for the use of the Airport and its facilities upon the terms and conditions set forth in the Agreement.

The parties therefore agree as follows:

**Section 101**

The parties acknowledge that Airline, as an Air Cargo Airline, shall not operate from the Terminal Buildings (as defined in the Agreement), and that, consequently, all rights and obligations set forth in the Agreement with respect to the use of the Leased Premises shall be inapplicable, including, but not limited to, the following Sections, Subsections and Exhibits to the Agreement: Subsections 301(A), (H), (L), (M), and (R); Sections 401-409, 502, and 504; Subsection 505(B); Sections 604, 605, 707, 709, 801, 901, 903, 1103, 1204-1207; and Exhibit B.

**Section 102**

Airline shall arrange for operating space separate from this Agreement with the City or with a third-party Airport tenant whose rights include providing such space. In addition, should Airline require to purchase ground handling services at the Airport, Airline shall make the appropriate arrangements through a third-party Airport tenant whose rights include providing such ground handling services to Air Cargo airlines. The City retains the right to review and approve any agreement for operating space and/or ground handling services entered into between Airline and such third-party Airport tenant prior to the commencement of Airline’s operations at the Airport.

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

THE CITY OF ST. LOUIS, MISSOURI, OPERATING LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®:

Pursuant to Ordinance \_\_\_\_\_, approved \_\_\_\_\_, 201\_\_.

The foregoing Cargo Addendum was approved by the Airport Commission at its meeting on \_\_\_\_\_, 201\_\_.

By:

\_\_\_\_\_  
Airport Commission Chairman                      Date

The foregoing Cargo Addendum was approved by the Board of Estimate and Apportionment at its meeting on \_\_\_\_\_, 201\_\_.

By:

\_\_\_\_\_  
Secretary, Board of Estimate &                      Date  
Apportionment

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

\_\_\_\_\_  
City Counselor                      Date

\_\_\_\_\_  
Comptroller                      Date

ATTESTED:

\_\_\_\_\_  
Register                      Date

FEDERAL EXPRESS CORPORATION:

By:

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

ATTESTED:

By:

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

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:14:34 +0000