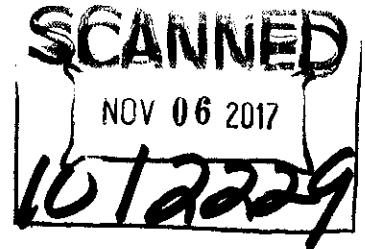


COPY

AIRPORT NO: AL-353

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



BROWNSVILLE INTERNATIONAL AIR CARGO, INC.

**DUAL CUSTOMS AGREEMENT
AGREEMENT NO. AL-353**

DUAL CUSTOMS AGREEMENT
between
THE CITY OF ST. LOUIS
LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®
and
BROWNSVILLE INTERNATIONAL AIR CARGO, INC.

THIS AGREEMENT ("Agreement") is made and entered into as of the 9th day of January, ~~2014~~ ²⁰¹³ ("Effective Date"), by and between The City of St. Louis, a constitutional charter city and political subdivision of the State of Missouri ("City"), and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a corporation organized and existing under the laws of the State of Texas ("BIAC").

WITNESSETH

WHEREAS, the City owns, operates, and maintains the Airport (as defined herein) under the authority of Chapter 305 of the Revised Statutes of Missouri (2000) and Chapters 18.08 and 18.12 of the St. Louis City Revised Code; and

WHEREAS, BIAC previously entered into a contract with the City of Brownsville, Texas, for development and exclusive operation of a dual-customs international air cargo terminal at the Brownsville/South Padre Island International Airport for air cargo from and to Mexico; and

WHEREAS, BIAC has represented that it has experience and expertise in negotiating with representatives of the Mexican Ministry of Finance and Public Credit and the Servicio de Administración Tributaria, and of the United States Department of Homeland Security and its Customs and Border Protection Agency for the implementation and development of Dual Customs (as defined herein); and

WHEREAS, BIAC has represented that it has the capability to develop and operate a Dual Customs international air cargo terminal facility at the Airport; and

WHEREAS, BIAC wishes to provide for, develop, and operate certain aspects of a Dual Customs facility and, in addition, wishes to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators; and

WHEREAS, representatives of the City and BIAC have been in discussions since March 2013 and have entered into a First Right of Refusal Agreement No. AL-319, dated December 23, 2013; and

WHEREAS, the City believes that it is in the City's and the Airport's best interest to continue working with BIAC to help implement Dual Customs services to the Airport; and

WHEREAS, the City and BIAC wish to memorialize their mutual understandings and commitments to each other for cooperation to obtain and implement Dual Customs services, to

allow and require BIAC to provide for, develop, and operate certain aspects of a Dual Customs facility, and to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators.

NOW, THEREFORE, for and in consideration of the full and faithful performance of BIAC's commitments and obligations set forth in Section 3.1, and other valuable consideration, the parties hereto agree as follows:

Article I
Definitions, Rules of Interpretation, and Exhibits

Section 1.1. Words and Terms. The words and terms as used in this Agreement have the following meanings:

"Agreement" has the meaning given in the opening paragraph hereof.

"Airport" means the Lambert-St. Louis International Airport[®], located in the County of St. Louis, Missouri.

"BIAC" has the meaning given in the opening paragraph of this Agreement.

"City" has the meaning given in the opening paragraph of this Agreement.

"Director" means the City's Director of Airports or her/his authorized or designated representative.

"Dual Customs" means a single location at the Airport in which U.S. customs authorities provide customs clearance services for air cargo entering the U.S. from Mexico and in which Mexican customs authorities establish and provide customs pre-clearance services for air cargo going to Mexico from the U.S.

"Dual Customs Ancillary Services" means services and associated facilities for the loading, unloading, processing, and warehousing of air cargo subject to Mexican customs that is part of Dual Customs.

"Effective Date" has the meaning given in the opening paragraph of this Agreement.

"Event of Default" has the meaning given in Section 8.1.

"Expansion Premises" has the meaning given in Section 4.4.

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

"FBO Services" means the following services that are offered to operators of cargo aircraft to which BIAC is providing air cargo handling services:

- (A) the sale and into-plane delivery of aviation fuel, including avgas and jet fuel;
- (B) the provision of preventive maintenance for, and recovery and removal of, aircraft;
- (C) the provision of aircraft line services, including aircraft marshalling and towing, ground power, aircraft cleaning and lavatory services, and inflight food catering; and
- (D) the provision of lounge facilities for pilots and aircraft flight crews.

"First Right of Refusal – Northern Tract Agreement" means the First Right of Refusal – Northern Tract Agreement (East Site), Agreement No. AL-317, as set forth in Exhibit B.

"Foreign Trade Zone" means FTZ No. 102 as designated by the U.S. Foreign-Trade Zones Board pursuant to 15 C.F.R. Part 400.

"International Cargo Enterprises" means enterprises engaged in the business of providing air transportation and/or logistics for freight destined to or arriving from Mexico.

"Leased Space" has the meaning given in Section 4.2.

"Port Authority of St. Louis County" means the Port Authority of St. Louis County created pursuant to Chapter 68 of the Revised Statutes of Missouri (2000).

"Restated and Amended First Right of Refusal – Cargo City Agreement" means the Restated and Amended First Right of Refusal – Cargo City Agreement, Agreement No. AL-352 as set forth in Exhibit A.

"Term" has the meaning given in Section 2.1.

Section 1.2. Rules of Interpretation.

(A) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context indicates otherwise, words importing the singular number include the plural and vice versa, and words importing persons include firms, associations and corporations, including public bodies, as well as natural persons.

(B) All references in this Agreement to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

- (C) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Incorporation of Exhibit. The following exhibits are hereby made part of this Agreement:

- (A) Exhibit A, Restated and Amended First Right of Refusal – Cargo City Agreement, Agreement No. AL-352; and
- (B) Exhibit B, First Right of Refusal – Northern Tract Agreement (East Site), Agreement No. AL-317.

Article II
Term

Section 2.1. Term. The term of this Agreement commences on the Effective Date and expires at midnight local time on the third (3rd) anniversary of the Effective Date ("Term"), unless sooner terminated pursuant to the provisions hereof.

Section 2.2. Term Extensions. The Director, on behalf of the City, and BIAC may extend the Term for up to two (2) successive 1-year terms by mutual agreement by providing notice to each other in writing, without a formal amendment to this Agreement.

Article III
Implementation of Dual Customs at the Airport

Section 3.1. Obligations of BIAC.

- (A) BIAC shall prepare all of the necessary studies and analyses to obtain approvals for Dual Customs services from the Mexican Ministry of Finance and Public Credit and the Servicio de Administración Tributaria, the United States Department of Homeland Security and its Customs and Border Protection Agency, and any other relevant governmental authority in Mexico and the United States.
- (B) BIAC shall coordinate all the necessary meetings with representatives of the Mexican Ministry of Finance and Public Credit and the Servicio de Administración Tributaria, the United States Department of Homeland Security and its Customs and Border Protection Agency, and any other relevant governmental authority in Mexico and the United States.
- (C) BIAC shall prepare for submission the application for approval of Dual Customs services to the Mexican Ministry of Finance and Public Credit and the Servicio de Administración Tributaria, the United States Department of Homeland Security and its Customs and Border Protection Agency, and any other relevant governmental authority in Mexico and the United States.

(D) BIAC shall negotiate the necessary approval for the implementation of Dual Customs services with representatives of the Mexican Ministry of Finance and Public Credit and the Servicio de Administración Tributaria, the United States Department of Homeland Security and its Customs and Border Protection Agency, and any other relevant governmental authority in Mexico and the United States.

(E) The obligations set forth in this Section 3.1 shall be carried out at BIAC's sole cost and expense and, during the Term of this Agreement, shall be carried out exclusively and solely for the establishment of Dual Customs at the Airport.

Section 3.2. Obligations of the City.

(A) The City shall reasonably assist and support BIAC on each of the tasks set forth in Section 2.1 above; provided, however, that such assistance does not obligate the City to incur any direct cost.

(B) The City shall reasonably assist BIAC to gain the required approvals from the Port Authority of St. Louis County if the Leased Premises or the Expansion Premises are to be located, in accordance with Section 4.3, within the Foreign Trade Zone; provided, however, that such assistance does not obligate the City to incur any direct cost.

(C) The City shall reasonably assist BIAC to comply with: (i) applicable regulations of the Customs and Border Protection Agency and other appropriate agencies of the Department of Homeland Security; (ii) applicable regulations of Foreign Trade Zone Act (19 U.S.C. 81) and Regulations (15 C.F.R. Part 400 and 15 C.F.R. 400.43(a)); (iii) applicable regulations of Department of Transportation Regulation 49 C.F.R. § 18.36(c)(1) (Full and Open Competition); (iv) applicable regulations of the Transportation Safety Administration; (v) applicable regulations of Department of Transportation Regulation 49 C.F.R. § 23.3 (Disadvantaged Business); and (vi) St. Louis Mayor's Executive Order 28 (Minority/Women Business Enterprises); provided, however, that such assistance does not obligate the City to incur any direct cost.

Article IV

Space to Accommodate Dual Customs and Authorized Services

Section 4.1. Right and Obligation to Develop Facilities for Dual Customs Services.

(A) Upon the successful approval by the applicable Mexican and U.S. governmental authorities for the establishment of Dual Customs services, BIAC shall have the right and the obligation to develop, construct, and provide with all due diligence appropriate space and facilities at the Airport, as necessary and acceptable to the relevant Mexican and U.S. governmental authorities, to accommodate Dual Customs services. Unless extended by the mutual agreement of the Director, on behalf of the City, and BIAC, BIAC shall develop, construct, and provide such space within twenty four (24) months following the execution of the first lease agreement entered into pursuant to Sections 4.2 – 4.4 hereunder. The City covenants and agrees that, provided BIAC remains in full

compliance with this Agreement and with any lease agreement entered into pursuant to the terms of this Agreement, the City, beginning on the Effective Date, shall not grant the right to develop, construct, and provide space and facilities at the Airport for the purposes of accommodating Dual Customs services or Mexican customs pre-clearance services to any other party during the term of this Agreement or during the term of any lease agreement entered into pursuant to the terms of this Agreement.

(B) The parties hereby acknowledge their mutual understanding that BIAC wishes to develop, construct, and provide space and facilities to accommodate Dual Custom services as soon as practicable following approval by the applicable Mexican and U.S. governmental authorities for the establishment of Dual Customs. Consequently, it is the mutual intent of the parties that, as necessary, BIAC shall have the right to initially and temporarily develop, construct, and provide such space and facilities within the Cargo City Leased Premises as defined in the Restated and Amended First Right of Refusal - Cargo City Agreement, before proceeding to develop, construct, and provide more permanent space and facilities within the Northern Tract Leased Premises as defined in First Right of Refusal - Northern Tract Agreement (East Site).

Section 4.2. Obligation to Negotiate in Good Faith for Lease Space. In anticipation to the final approval by the applicable Mexican and U.S. governmental authorities for the establishment of Dual Customs services, the City and BIAC shall timely enter into exclusive good faith negotiations solely with each other and shall complete such negotiations with due diligence, regarding the terms of one or more long term lease agreements for space at the Airport to accommodate Dual Customs services and, to the extent space is available, capable of accommodating BIAC's own Dual Customs Ancillary Services and FBO Services adjacent to the Dual Customs space (together, "Leased Space"). The City and BIAC acknowledge and agree that the space to accommodate Dual Customs services needs to be as necessary and acceptable to the relevant Mexican and U.S. governmental authorities.

Section 4.3. Location and Size of Leased Space. Although, as of the Effective Date of this Agreement, neither the City nor BIAC can predict the precise location for, and size of, the Leased Space, the parties agree that the Leased Space will be either: (i) the Cargo City Leased Premises as the term is defined in the Restated and Amended First Right of Refusal - Cargo City Agreement; (ii) the Northern Tract Leased Premises as the term is defined in First Right of Refusal - Northern Tract Agreement; or, for a period of time, (iii) a combination thereof; provided, however, that at no time will the Leased Space be larger than necessary to accommodate Dual Customs services, as acceptable to the relevant Mexican and U.S. authorities, and BIAC's demonstrable needs, as the term is interpreted by FAA. Given the uncertainty of the ultimate location for, and size of, the Leased Space, the parties acknowledge and agree that BIAC may not be able to fully exercise all of the rights granted under Article VI to provide Dual Customs Ancillary Services or FBO Services at or from the Leased Space.

Section 4.4. Terms of Lease Agreement. The lease agreements entered into in accordance with the terms of this Article IV will include the following terms:

- (A) The initial term will be for 20 years, with two 10-year renewal options; provided, however, that a shorter term may be applicable to space for temporary facilities.
- (B) Rental for the Leased Space, both initial and any adjustments, will be at commercially reasonable rates based on fair market value, and in accordance with all applicable federal, state, and local laws, rules, regulations, orders, the City's Charter and ordinances, Airport rules and regulations, and the City's grant assurances.
- (C) The lease agreements will grant BIAC, directly or through third-party contractors, the right to develop and construct space for, and to provide, to the extent space is available, Dual Cargo Ancillary Services and FBO Services within the Leased Space, and will grant BIAC the right to set non-discriminatory and reasonable fees for such services, subject to the prior written approval of the Director, which approval shall not be unreasonably withheld or denied.
- (D) To the extent possible, depending on the availability of space and the types of activities proposed therein, the lease agreements will provide for expansion premises that will remain available for a reasonable limited period of time, pursuant to a plan for development to be provided by BIAC, to accommodate International Cargo Enterprises ("Expansion Premises") wishing to do business at the Airport. Such Expansion Premises will be no larger than necessary to accommodate BIAC's demonstrable needs (as the term is interpreted by FAA) and, to the extent possible, depending on the availability of space and the types of activities proposed therein, will be reasonably accessible to the Leased Space. BIAC will have the right to sublease space in the Expansion Premises to, and develop facilities for, International Cargo Enterprises, in accordance with all applicable federal, state, and local laws, rules, regulations, orders, the City's Charter and ordinances, Airport rules and regulations, and the City's grant assurances.
- (E) The lease agreements will contain terms and conditions authorizing BIAC to construct, at its sole cost and expense, improvements within or on the Leased Space and, if applicable, Expansion Premises; provided, however, that BIAC shall be required to submit to the City tenant applications, permits, and plans and specifications for said improvements, and receive the prior written approval from the Director, which approval shall not be unreasonably withheld or denied.
- (F) The lease agreements will contain terms and conditions requiring BIAC to maintain the Leased Space and, if applicable, the Expansion Premises in good repair at its sole cost and expense.
- (G) The lease agreement will also contain negotiated provisions regarding general representations, warranties and reservations, and provisions addressing: (i) repair and maintenance responsibilities; (ii) permitted and prohibited uses; (iii) authorized activities; (iv) performance bonds; (v) operating requirements; (vi) rules and regulations; (vii) quiet enjoyment; (viii) right of ingress and egress; (ix) payment of taxes; (x) charges and cost of utilities; (xi) tenant improvement requirements; (xii) surrender obligations; (xiii) holding over rights; (xiv) liability obligations; (xv) indemnification requirements; (xvi)

insurance requirements; (xvii) condemnation; (xviii) causality losses; (ixx) termination; (xx) default and remedies; (xxi) assignment; (xxii) subcontracting; and (xxiii) environmental provisions, among other standard provisions generally used by the City in its Airport agreements.

(H) The lease agreement will provide that the rights and obligations of the parties thereto will be subordinated to the provisions of grant agreements between the City and the United States Government, relating to the operation or maintenance of the Airport, and will be in compliance with all applicable federal, state, and local laws, rules, regulations, orders, and the City's Charter and ordinances.

(I) BIAC acknowledges and agrees that any and all lease agreements will be subject to the approval by the Director, the Airport Commission, the Board of Estimate and Apportionment, and as authorized by an ordinance approved by the Board of Aldermen of St. Louis.

Article V First Right of Refusal

Section 5.1. Amendment and Restatement of First Right of Refusal – Cargo City. As of the Effective Date of this Agreement, the provisions of the First Right of Refusal Agreement No. AL-319, dated December 23, 2013, are no longer in effect and, concurrently with this Agreement, the parties shall enter in to the Restated and Amended First Right of Refusal – Cargo City Agreement.

Section 5.2. First Right of Refusal – Northern Tract. Concurrently with this Agreement, the parties shall enter in to the First Right of Refusal – Northern Tract Agreement.

Article VI Authorized Services

Section 6.1. Provision of Dual Customs Ancillary Services. Upon the successful implementation of Dual Customs, BIAC shall have the right to offer and provide, directly or through third-party contractors, air cargo handling services, including Dual Customs Ancillary Services, at the Leased Space designated for that purpose. The right to offer and provide such cargo handling services, including Dual Customs Ancillary Services, will expire with the expiration or early termination of the lease agreement for the Leased Space. The City covenants and agrees that, provided BIAC remains in full compliance with this Agreement and with any lease agreement entered into pursuant to the terms of this Agreement, the City, beginning on the Effective Date, shall not grant the right to offer Dual Customs Ancillary Services to any other party during the term of this Agreement or during the term of any lease agreement entered into pursuant to the terms of this Agreement. Notwithstanding the prior sentence, BIAC understands and acknowledges that: (i) as of the Effective Date, there are third-parties currently operating at the Airport in accordance with valid leases, agreements, or permits that grant such third parties rights that are similar to the rights being granted to BIAC pursuant to this Section 6.1; and (ii) in accordance with FAA grant assurances, each air carrier using the Airport has and will retain the right to service itself; provided, however, that in accordance with FAA guidance, an air carrier

that is a BIAC subtenant or is operating within BIAC's Leased Space or the Expansion Premises may not be able to service itself without the approval of the City and BIAC.

Section 6.2. Provision of FBO Services. Upon the successful implementation of Dual Customs, BIAC shall have the right to provide, directly or through third-party contractors, FBO Services on and from the Leased Space designated for that purpose. BIAC acknowledges and agrees that the provision of FBO Services may be restricted by the location and size of the Leased Space and will be subject to all applicable federal, state, and local laws, rules, regulations, orders, the City's Charter and ordinances, Airport rules and regulations, and the City's grant assurances. The right to provide FBO Services will expire with the expiration or early termination of the lease agreement for the Leased Space.

Article VII Assignments

Section 7.1. Assignments. BIAC shall not assign, transfer, convey, sell, mortgage, pledge, or encumber (hereinafter collectively referred to as "Assignment") this Agreement without the advance approval of the City, and no Assignment of this Agreement shall be effective without advance approval of the City, which may approve, condition or deny such Assignment in its sole discretion pursuant to City Ordinance 63687.

Article VIII Default and Termination

Section 8.1. Event of Default. If any party breaches any term, covenant, condition, or provision of this Agreement, or fails to perform any of its obligations under this Agreement, the non-breaching party may give written notice of such breach or failure to the breaching party. Unless such breach or failure is corrected within sixty (60) calendar days after such notice, the continuing breach or failure shall be deemed an **Event of Default**; provided, however, that any such breach or failure which can be cured, but which cannot with due diligence be cured within such sixty (60) day period, shall not constitute an Event of Default if corrective action is instituted by the breaching party within such sixty (60) day period and diligently pursued until the breach or failure is corrected or cured.

Section 8.2. Termination for Cause.

(A) Whenever an Event of Default has occurred, the non-breaching party may, at its sole discretion, immediately and with notice terminate this Agreement irrespective of any subsequent cure by the breaching party.

(B) This Agreement will terminate with no liability whatsoever to either party sixty (60) days after communication from relevant Mexico or U.S. governmental authorities to the City or BIAC that the application for Dual Customs services is not approved, unless otherwise mutually agreed to by the Director, on behalf of the City, and BIAC.

Section 8.3. Termination by Mutual Consent. The Director, on behalf of the City, and BIAC may terminate this Agreement by mutual consent by providing notice to each other in writing, with no liability whatsoever to either party.

Section 8.4. Remedies. The remedies set forth in this Article are in addition to all other remedies which are or may be available at law or in equity to enforce the performance and observance of any obligation, agreement, or covenant set forth herein, including specific performance.

Article IX General Provisions

Section 9.1. Notice. Any notices required or permitted under this Agreement shall be mailed via certified mail return-receipt requested, via overnight mail with receipt, or personally delivered to the City or BIAC at the addresses set forth below:

If to St. Louis:

Director of Airports
Lambert-St. Louis International Airport
P.O. Box 10212, Terminal 1 (2276)
St. Louis, Missouri 63145-0212

with copy to Airport Properties Department and Airport
Planning & Development at the same address.

If to BIAC:

Mr. Ricardo Farias Nicolopoulos, CEO & President
Brownsville International Air Cargo, Inc.
4813 Lakeway Drive
Brownsville, Texas 78520-9234

Or to such other person or address as either the City or BIAC may hereafter designate by notice. Any such notice shall be deemed to have been given or made: (i) if sent by certified mail, three (3) business 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 9.2. Time is of the Essence. 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, subject to the provisions of Article VIII, relieve the other party, without liability, of any obligation to accept such performance.

Section 9.3. 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 BIAC 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 BIAC to use reasonable care to prevent, or make reasonable efforts to cure, such failure, delay or interruption.

(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 is prohibited or rationed by any law, ordinance, rule, regulation, requirement, order or directive of any federal, state, county or municipal government having jurisdiction.

Section 9.4. Subordination.

(A) This Agreement is 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 passenger facility charges for the improvement or development of the Airport. BIAC 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 passenger facility charges.

(B) This Agreement also is subordinated 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 supersede any provisions of this Agreement inconsistent with the operation of the Airport by the United States of America.

Section 9.5. Interpretation of Agreement. The provisions of this Agreement shall be interpreted to ensure compliance with all applicable federal, state, and local laws, rules, regulations, orders, the City's Charter and ordinances, Airport rules and regulations, and the City's grant assurances.

Section 9.6. 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, enforceable, or consistent with FAA grant assurances 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 will remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or BIAC in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

Section 9.7. 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 9.8. No Personal Liability. No director, officer, employee, or agent of the City or BIAC 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 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 9.9. Governing Law and Forum Selection. This Agreement is deemed to have been made in, and be construed in accordance with the laws of the state of Missouri and is subject to the City Charter and Ordinance. 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. BIAC 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 9.10. 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 negotiations between the parties and will not be construed against the City by reason of the preparation of this Agreement by the City.

Section 9.11. Waiver. No provision of this Agreement may 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 will 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 9.12. Required Approvals. When the consent, approval, waiver, certification, or extension in time of performance of other party is required under the terms of this Agreement (together and independently, for purposes of this section, an "Approval"), unless otherwise expressly stated herein, the Approval must be in writing and signed by the party making the Approval. Whenever the Approval of the City or the Director is required, the Approval must be from the Director, which action the Director may take subject to applicable laws, regulations, and ordinances of the City, and in the best interest of the City and the traveling public. Whenever the Approval of BIAC is required, the Approval must be from Mr. Ricardo Farias Nicolopoulos, CEO & President of BIAC, or his authorized or designated representative.

Section 9.13. Cumulative Rights and Remedies. All rights and remedies as provided herein and under law are cumulative in nature.

Section 9.14. Successors and Assigns. The terms, conditions, and covenants of this Agreement will inure to the benefit of, and be binding upon, the parties hereto and upon their permitted

successors and assigns, if any. This section does not constitute a waiver of the requirements regarding assignments contained in Section 7.1.

Section 9.15. Entire Agreement. This Agreement constitutes the entire agreement between the City and BIAC regarding the subject matter of this Agreement as of the Effective Date, and supersedes all prior and/or contemporaneous oral or written agreements between the parties regarding the subject matter of this Agreement.

Section 9.16. Amendment. This Agreement may be amended from time to time by written agreement, duly authorized and executed by all signatories to this Agreement.

Section 9.17. Authority to Execute. The person(s) executing this Agreement on behalf of BIAC warrants to the City that BIAC is a duly authorized and existing corporation, that BIAC is qualified to do business in the State of Missouri, that BIAC has full right and authority to enter into this Agreement, and that each and every person signing on behalf of BIAC is authorized to do so.

Section 9.18. Execution in Counterparts/Facsimile Signatures. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed to be an original and all of which will constitute but one and the same instrument, and it will constitute sufficient proof of this Agreement to present any copy, copies, electronic copies or facsimiles signed by the parties hereto.

[Signature pages to follow.]

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

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

Pursuant to Ordinance 69880, approved November 2, 2014.

The foregoing Agreement was approved by the Airport Commission at its meeting on OCTOBER 1, 2014.

By:

[Signature] 12/23/14
Commission Chairperson and Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its meeting on 15 J. TOHNA, 2014.

By:

[Signature] 12/31/14 Approved as SB#149
Secretary Date
Board of Estimate & Apportionment

APPROVED AS TO FORM ONLY:

COUNTERSIGNED:

[Signature] 12-29-14
City Counselor Date

[Signature] 12/31/14
Comptroller Date

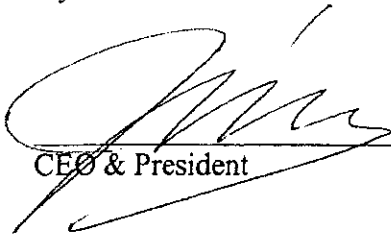
ATTESTED:

[Signature] 1-9-15
Register - Deputy Date

COMPTROLLER'S OFFICE
DOCUMENT NUMBER 67839

BROWNSVILLE INTERNATIONAL AIR CARGO, INC.:

By:

 July 22/2014
CEO & President Date

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:03:45 +0000

EXHIBIT A

RESTATED AND AMENDED FIRST RIGHT OF REFUSAL - CARGO CITY AGREEMENT

(AGREEMENT NO. AL-352)

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:03:45 +0000

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



BROWNSVILLE INTERNATIONAL AIR CARGO, INC.

**RESTATED AND AMENDED
FIRST RIGHT OF REFUSAL – CARGO CITY AGREEMENT
AGREEMENT NO. AL-352**