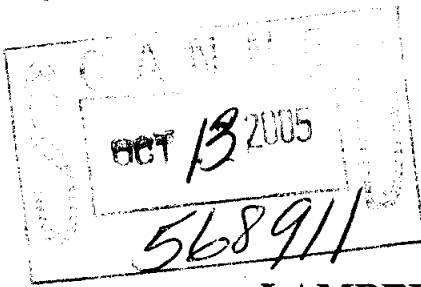


ORIGINAL



THE CITY OF ST. LOUIS

AT

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®

INTERIM RIGHT OF ENTRY PERMIT

THIS INTERIM RIGHT OF ENTRY PERMIT (the '**Permit**'), dated as of August 30, 2005 (the '**Effective Date**'), is made and entered into by and between The City of St. Louis, Missouri, a municipal corporation, ('**St. Louis**'), and McDonnell Douglas Corporation, a Maryland corporation, located at P.O. Box 516, St. Louis, Missouri, a wholly-owned subsidiary of The Boeing Company, ('**Permittee**').

RECITALS

WHEREAS, St. Louis is the owner and operator of Lambert-St. Louis International Airport® (the '**Airport**');

WHEREAS, pursuant to a certain Agreement and Contract of Sale dated December 17th, 2001, by and between St. Louis and the Permittee (the '**Sale Agreement**'), Permittee sold to St. Louis certain real property located in the County of St. Louis, State of Missouri, and more specifically described in **Exhibit A**, attached hereto and incorporated herein, which is referred to herein as the ('**Property**');

WHEREAS, Permittee continued to occupy the Property pursuant to a certain Northern Tract Lease Agreement, AL-100 dated December 17, 2001 and as Amended on June 23, 2004 (the '**Lease Agreement**'), which terminated on June 30, 2005;

WHEREAS, the Sale Agreement grants Permittee continuing access to the Property for the purposes set forth in the Sale Agreement in accordance with terms and conditions to be set forth in a Real Estate Access Agreement to be negotiated in good faith between St. Louis and Permittee;

WHEREAS, St. Louis and Permittee continue to negotiate the terms and conditions of the Real Estate Access Agreement, which agreement has not been finalized;

WHEREAS, pending finalization of the Real Estate Access Agreement contemplated by the Sale Agreement, Permittee requires interim access to the Property for the purposes set forth herein, and without prejudice to or waiver of any rights to access granted by the Sale Agreement and/or the Real Estate Access Agreement being negotiated between the parties hereto, Permittee has requested of St. Louis that St. Louis grant to Permittee an interim right of entry or permit to

perform or cause to be performed certain environmental work, which work may include soil and groundwater monitoring and soil and groundwater remediation; and

WHEREAS, pending finalization of the Real Estate Access Agreement contemplated by the Sale Agreement, it is the intention and desire of St. Louis, without prejudice to or waiver of any rights to access granted by the Sale Agreement and/or the Real Estate Access Agreement being negotiated between the parties hereto, to grant the Interim Right of Entry Permit described below to Permittee, and Permittee desires to accept such Interim Right of Entry Permit under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises, covenants, and agreements provided for below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Louis and Permittee agree as follows:

1. **GRANT OF RIGHT OF ENTRY:** St. Louis, subject to the terms, covenants, and conditions of this Permit including, without limitation, Permittee's compliance with Airport security and access procedures, hereby grants to Permittee, its agents, employees, representatives, licensees, contractors, consultants, and independent contractors (hereinafter collectively referred to as "**Right-Of-Entry Beneficiaries**"), the Right of Entry to enter upon the Property for the sole purposes described in Section 2 below until such time as this Permit is terminated in accordance with the terms hereof. This Right of Entry includes the right of ingress and egress to the Property. St. Louis, its officers, employees, agents, and representatives make no representation or warranties of any kind, expressed or implied, either oral or written as to the suitability or fitness of the Property for the intended purposes or uses and/or the condition of the Property.

2. **USES:** Permittee and its Right-Of-Entry Beneficiaries, subject to and in accordance with the terms, covenants, and conditions of this Permit, may use the Property for only the following purposes: conducting investigations, remediation, and/or corrective action as may be required by the State of Missouri or the United States Environmental Protection Agency under the corrective action provisions of Permittee's hazardous Waste Management Facility Permit No. MOD000818963 dated March 5, 1997 (and any modifications or amendments thereof), or for the purpose of conducting such other investigation and remediation on the Property as may be provided for or contemplated by the Sale Agreement or Lease Agreement, which work or activities may include without limitation soil and groundwater sampling, in-situ soil remediation, chemical injection and treatment of groundwater, construction and maintenance of reactive groundwater barriers, land farming and soil removal and/or installation, removal, repair, replacement, maintenance and operation of groundwater recovery wells located on the Property (the "**Permitted Activities**"). In addition to the Permitted Activities, Permittee shall be granted access to the Property upon written request, detailing the nature and duration of the entry requested, which request may be granted upon the written approval of the Airport Properties Manager. Any access granted by the Airport Properties Manager pursuant to the foregoing sentence shall be conducted in accordance with the approved written request and shall be further subject to the terms and conditions of this Permit. Permittee's Permit shall also include the right to allow Permittee and its Right-Of-Entry Beneficiaries to enter the Property and conduct the

Permitted Activities subject to and in accordance with the terms, covenants, and conditions of this Permit including, without limitation, Permittee's compliance with Airport security and access procedures. In furtherance of the foregoing purposes, Permittee and its Right-Of-Entry Beneficiaries are permitted to temporarily place on the Property, move, and remove from the Property such equipment, materials and supplies that are to be used directly in the Permitted Activities. Permittee's and Right-Of-Entry Beneficiaries' equipment, materials, and supplies no longer required for the Permitted Activities shall be promptly removed by the Permittee and Right-Of-Entry Beneficiary from the Property. The protection of Permittee's or its Right-Of-Entry Beneficiaries' equipment, materials, and supplies temporarily placed on the Property from weather, theft, vandalism, damage, and all other hazards and the proper and safe storage and maintenance of Permittee's equipment, materials, and supplies is solely the responsibility of the Permittee and its Right-Of-Entry Beneficiaries. St. Louis shall have the right to inspect the work site and the Permittee's and Right-Of-Entry Beneficiaries' equipment, materials, and supplies for compliance with the terms of this Permit.

3. LIMITATIONS ON PERMITTED ACTIVITIES:

(a) Permittee agrees that it and its Right-Of-Entry Beneficiaries shall conduct all Permitted Activities on the Property in compliance with all applicable federal, state, local, and Airport rules, procedures, laws, regulations, ordinances, orders, decrees, advisory circulars, permits and codes including, without limitation, all rules and regulations which the Director may establish from time to time, all security, safety, health and environmental laws and all laws, rules, regulations, permits, and advisory circulars of any regulatory bodies having jurisdiction with respect to Permitted Activities, the Property or the Airport, as they may be amended from time to time; provided, however, that the foregoing provision shall not be construed to modify, alter, or amend in any way the Permittee's rights or obligations pursuant to Section 304 of the Lease Agreement.

(b) Permittee hereby acknowledges that St. Louis is required by the Transportation Security Administration ('TSA') regulation 1542 to adopt and put into use facilities and procedures designed to prevent and deter persons and vehicles from unauthorized access to air operations areas. St. Louis has met said requirements by developing a master security plan for the Airport, and Permittee on behalf of itself and its Right-Of-Entry Beneficiaries hereby covenants and agrees to be fully bound by and immediately responsive to the requirements of the plan in connection with Permittee's and its Right-Of-Entry Beneficiaries' exercise of the Right of Entry and Permitted Activities granted under this Permit. Permittee will, within thirty (60) calendar days of St. Louis' request, reimburse St. Louis for all fines or penalties imposed upon St. Louis by the TSA or the Federal Aviation Administration ('FAA') to the extent resulting from Permittee's or its Right-Of-Entry Beneficiaries' violation of TSA regulation 1542 or any other applicable airport security procedures, rules, or regulations.

(c) Permittee hereby acknowledges that St. Louis reserves unto itself, its successor and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including the

Property, for navigation or flight in said airspace for landing on, taking off from, or operating at the Airport.

4. **COVENANTS:**

(a) As part of the Permit, St. Louis agrees to allow Permittee and its Right-Of-Entry Beneficiaries to utilize existing utilities, if available, at the Property necessary to perform their Permitted Activities; provided, however, that the Permittee agrees to reimburse St. Louis for the consumption costs of any utility usage to be determined by methods mutually agreeable to both St. Louis and Permittee. Permittee, subject to and in accordance with the terms, covenants, and conditions of this Permit, shall also have the right to arrange for temporary utility services to the Property during the Term in the event that any such services are not then available on the Property.

(b) Permittee and its Right-Of-Entry Beneficiaries shall manage water, soil, and any other residues or materials generated or produced as a result of the Permitted Activities, while on the Property, in accordance with all applicable federal, state, and local laws, ordinances, permits, and regulations.

(c) Any equipment, materials, or supplies brought onto the Property that are necessary for the conduct of the Permitted Activities shall be the property of Permittee or its Right-Of-Entry Beneficiaries and shall be stored, used, operated and controlled by the Permittee and/or its Right-Of-Entry Beneficiaries in accordance with and subject to the provisions of this Permit.

(d) Permittee shall be responsible for obtaining any and all necessary local, state, and federal permits, licenses, and other authorizations required by law in order to conduct the Permitted Activities; provided that St. Louis will reasonably cooperate and assist Permittee with obtaining said permits, licenses, and other authorizations.

(e) Permittee on behalf of itself and its Right-Of-Entry Beneficiaries agrees to take all reasonable and/or necessary precautions to safeguard all persons and property when conducting its Permitted Activities, shall guard against the mishandling of its equipment, supplies, or materials, shall exercise due caution and proper judgment in all of its Permitted Activities, and shall neither unreasonably or materially impair or interfere with St. Louis' and/or its tenants' use and enjoyment of its Property for purposes of aircraft manufacturing, maintenance or operations and office uses related thereto.

(f) Permittee shall give St. Louis at least three (3) working days' notice in advance of any intended inspection or entry for St. Louis' review. This **'Inspection Notification'** shall be in writing and shall include:

(i) the specific location and the type of Permitted Activities to be performed,

(ii) a copy of all necessary permits, licenses and/or authorizations that may be required by law in order to conduct the Permitted Activities,

(iii) the type of equipment to be used (including the operating height of any cranes, drilling equipment, or other equipment that may penetrate or approach the height limits as established in FAR Part 77),

(iv) a list of all materials to be used including applicable health and safety information,

(v) approximate number of workers on site,

(vi) a general schedule including a detailed work plan along with appropriate health and safety information, and

(vii) if required by FAA regulation, a copy of Form 7460 filed with and approved by the FAA prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77 or subsequent and additional regulation of the FAA (see Section 23 titled "Interference to Air Navigation"). St. Louis shall designate its representative for such notice to Permittee. The Permittee's and its Right-Of-Entry Beneficiaries' access to the Property may be supervised by St. Louis, if St. Louis so elects.

(g) Permittee shall not do or permit its Right-Of-Entry Beneficiaries to do anything at the Airport that would be in conflict with or violate the requirement of TSA regulations or security directives regarding airport security, as they may be amended from time to time, or the Airport's TSA approved security plan. Any fines and/or penalties levied against St. Louis for security violations at the Airport to the extent caused by Permittee or any of its Right-Of-Entry Beneficiaries violation of TSA regulations or security directives or the Airport's TSA approved security plan shall be due and payable to St. Louis by the Permittee within thirty (60) days of St. Louis' request.

(h) Permittee shall be responsible for obtaining and coordinating any security badging, vehicle decals, and/or any other actions required to ensure that Permittee and its Right-Of-Entry Beneficiaries are in compliance with St. Louis' security plan, and TSA regulations and security directives, as they may be amended from time to time. Permittee shall be responsible for all costs associated with obtaining such badge and/or access privileges contemplated herein.

(i) Permittee shall not knowingly do or permit its Right-Of-Entry Beneficiaries to do anything at the Airport that would be in conflict or violate the requirements of Part 139 of the Federal Aviation Regulations, "Certification and Operations: Land Airports Serving Certain Air Carriers" or any successor regulation, order, or directive, or that would jeopardize the Airport's operating certificate obtained pursuant to such federal regulations.

(j) Permittee shall be responsible for its Right-Of-Entry Beneficiaries and shall immediately initiate and take all corrective action should its Right-Of-Entry Beneficiaries fail to comply with any term or provision of this Permit.

(k) Permittee and its Right-Of-Entry Beneficiaries (at their cost) shall comply with all security and access procedures of St. Louis' tenants that may apply to certain portions of the Property.

5. **DAMAGE TO PROPERTY:** Any damage to the Property made by the Permittee or its Right-Of-Entry Beneficiaries, shall be repaired promptly, replacing or restoring any vegetation that is damaged and generally placing the Property and all points of entry by such inspectors in the same condition as before the inspection or entry to the extent reasonably practical, ordinary wear and tear accepted, unless otherwise agreed to in writing by St. Louis. All Permitted Activities, and all repairs to the Property to the extent arising from the Permitted Activities, shall be at the sole cost of the Permittee. Permittee and its Right-Of-Entry Beneficiaries shall use their reasonable efforts to minimize damage to the Property.

6. **TERM:** This Permit granted herein shall automatically terminate or expire on the date which is one (1) year from the Effective Date hereof (the "**Term**"). St. Louis and Permittee shall have the right to terminate this Permit for breach hereof effective immediately upon written notice of claim of default to the other party. St. Louis and Permittee shall have the right to terminate this Permit without cause upon forty-five (45) calendar days' written notice to the other party. At the expiration or early termination of this Permit, the Permittee and its Right-Of-Entry Beneficiaries covenant and agree to promptly (within ten (10) working days):

(a) remove all equipment, materials, and supplies placed, stored, or used on the Property in connection with this Permit, and

(b) in accordance with section 5 above, restore any damage done to the Property by replacing or restoring any concrete surfaces, pavement, and vegetation that is damaged and generally placing the Property and all points of entry in the same condition as before the Permitted Activities or entry to the extent reasonably practical, normal wear and tear accepted, unless otherwise agreed to in writing by St. Louis.

7. **CONFIDENTIALITY:**

(a) For purposes of this Permit, the term "**Proprietary Information**" shall mean code or information which is related to and is disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with this Permit, provided that, when disclosed, such information is in written or other permanent form (a "**Permanent Record**") and is identified as proprietary to the disclosing party by clear and conspicuous markings. Any such information in another form when disclosed shall be considered Proprietary Information only if and to the extent the Disclosing Party informs the Receiving Party of the proprietary nature of the information prior to the disclosure, and thereafter creates a Permanent Record of the disclosure, as described above, and delivers it to the Receiving Party promptly but in no event more than thirty (30) days after the original disclosure.

(b) The Receiving Party shall preserve Proprietary Information received from the Disclosing Party in confidence and shall refrain from disclosing Proprietary information to any third party without written authorization from the Disclosing Party.

Except for software in source code form, these obligations will terminate two years after receipt of the Proprietary Information. During the term of the Permit, the Receiving Party shall use Proprietary Information received from the Disclosing Party solely in connection with the performance of this Permit. The disclosure and use obligations set forth above shall be considered satisfied by the Receiving Party through the exercise of the degree of care, but in no event less than reasonable care, used to restrict disclosure and use of its own information of like kind and importance.

(c) Exceptions. This Permit shall not restrict disclosure or use of Proprietary Information that is:

- (i) known to the Receiving Party without restriction when received, or thereafter is developed independently by the Receiving Party without reference to Proprietary Information of the Disclosing Party; or
- (ii) obtained from a source other than the Disclosing Party through no breach of confidence by the Receiving party; or
- (iii) in the public domain when received, or thereafter enters the public domain through no fault of the Receiving Party; or
- (iv) disclosed by the Disclosing Party to a third party without restriction; or
- (v) required by applicable law or regulation, provided the Receiving party notifies the Disclosing Party of the requirement promptly, and cooperates with the Disclosing Party (at the request and expense of the Disclosing Party) in contesting the requirement.

8. **TITLE:** St. Louis reserves unto itself all of its right, title and interest in the Property with the exception of the Permittee's Permit granted herein. Permittee shall have no rights or privileges except as expressly provided for in this Permit, the Sale Agreement, Lease Agreement, or Real Estate Access Agreement.

9. **INDEMNITY:** Permittee shall indemnify, hold completely harmless and defend St. Louis, its boards, commissions, directors, officers, agents, and employees, from and against any and all claims, actions, suits, cross-claims, counterclaims, third party actions, damages, liabilities, fines, penalties, judgments, losses including all reasonable costs for investigation and defense thereof (including without limitation reasonable attorneys' fees, court costs, expert fees, and litigation expenses) in connection with loss of life, personal injury, bodily injury or damage to property to the extent arising from or out of the negligent act or omission of Permittee, its Right-Of-Entry Beneficiary, or their respective agents, employees, representatives, and independent contractors incident to this Permit, the use of the Property by the Permittee, or the Permitted Activities, except to the extent arising out of the negligence or intentional misconduct of St. Louis, its boards, commissions, directors, officers, agents, or employees. In case St. Louis or such other persons shall be made a party to any action or proceeding commenced against Permittee, to the extent provided in the preceding sentence, Permittee shall protect and hold such

parties harmless and pay all reasonable costs, reasonable expenses and reasonable attorneys' fees incurred or paid by such parties in connection with such action or proceeding. The Director of Airports or his/her designee shall give to Permittee prompt notice of any such claims or actions. The Permittee shall use counsel reasonably acceptable to the City Counselor of St. Louis or her/his designee, after consultation with the Director of Airports or his/her designee, in carrying out its obligations hereunder. This indemnification provision shall survive the expiration or early termination of this Permit.

10. **LIABILITY INSURANCE:** Permittee, at its expense, at all times during the term hereof, shall name St. Louis and its Board of Aldermen, Airport Commission, officers, employees, representatives, tenants, contractors, and agents and Permittee as an additional insured to the extent of article 9 above entitled "Indemnity". Such insurance shall be 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 Permittee or its Right-Of-Entry Beneficiaries, or their respective officers, agents, employees, consultants, contractors, licensees, invitees, representatives, and independent contractors pursuant to this Permit or arising from the use of the Property, and/or the Permitted Activities under the following types of insurance coverage:

- (a) Comprehensive General Liability; and
- (b) Comprehensive Automobile Liability (all vehicles including hired and non-owned).

The minimum limits of coverage for the above classes of insurance shall equal a single limit of \$10,000,000 comprised of such primary and excess policies of insurance as Permittee finds it feasible to purchase during the term of this Permit.

Insofar as said insurance provides protection against liability for damages to a third party for bodily injury, death and property damage, St. Louis and its Board of Aldermen, Airport Commission, officers, employees, tenants, contractors, representatives, and agents shall be named as an "Additional Insured" to the extent of the section 9 above entitled "Indemnity". At or prior to the execution of this Permit, Permittee shall deliver to St. Louis certificates of said liability insurance to St. Louis in a form and content satisfactory to St. Louis. Such liability insurance coverage shall also extend to damage, destruction and injury to St. Louis' owned or leased property and St. Louis' personnel, and caused by or resulting from work, acts, operations, or omissions of Permittee, its Right-Of-Entry Beneficiaries, or their respective officers, employees, representatives, agents, consultants, contractors, licensees, invitees, and independent contractors and contractual liability. St. Louis and its officers, employees, and agents shall have no liability for any premiums charged for such coverage, and the inclusion of St. Louis and its Board of Aldermen, Airport Commission, officers, employees, tenants, contractors, representatives, and agents as an "Additional Insured" is not intended to, and shall not, make St. Louis and its officers, employees, and agents a partner or joint venture with Permittee in its operations hereunder. Each such insurance policy shall provide primary coverage to St. Louis when any policy issued to St. Louis provides duplicate or similar coverage and in such circumstances, St. Louis' policy will be excess over Permittee's policy. The Permittee shall obtain, at its sole expense and at all times during the term of this Permit for its

employees working on the Property Workers' Compensation insurance coverage at least at the statutory limits applicable to Permittee's operations in the State of Missouri.

11. **NO WAIVER:** The failure of either party to object to or fail to take affirmative action respecting any conduct of the other party which is in violation of the terms hereof shall not be construed as a waiver thereof, nor of any future breach or subsequent wrongful conduct. Any waiver must be in writing and signed by the party waiving.

12. **REMEDIES IN CASE OF DEFAULT; ATTORNEYS' FEES:** In the event of default hereunder by either party the non-defaulting party shall have all rights and remedies available in law or equity including, without limitation, the right to specific performance and injunctive relief. In the event of any dispute regarding the rights and liabilities of the parties hereunder, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and litigation costs incurred in connection with such matter.

13. **NOTICES:** All notices, requests, information or other documents required or permitted hereunder shall be in writing and shall be deemed duly given upon receipt if either personally delivered or sent by overnight or express mail service, with a return receipt, postage prepaid, and addressed to the parties as set forth below. Notice shall be deemed received at the earlier of actual receipt or the day of deposit or delivery. Any party may change the person or address to which notices are to be sent to it by giving written notice of such change to the other party in the manner herein provided for giving notice.

The person(s), address and telephone number for the Permittee are:

Jerry Olsen
Vice President-Shared Services
P.O. Box 516, Mailcode S001-3200
St. Louis, Missouri 63166-0516

with copies to:

Boeing Realty Corporation
P.O. Box 516, Mailcode S306-5565
St. Louis, Missouri 63116-0516

The person(s), address and telephone number for St. Louis are:

Director of Airports
Lambert-St. Louis International Airport®
10701 Lambert International Boulevard
P.O. Box 10212
St. Louis, Missouri 63145

with copies to:

Airport Properties Manager
Lambert-St. Louis International Airport
10701 Lambert International Boulevard®
P.O. Box 10212
St. Louis, Missouri 63145
(314) 426-8076 FAX

Airport Engineering Manager
Lambert-St. Louis International Airport®
10701 Lambert International Boulevard
P.O. Box 10212
St. Louis, Missouri 63145
(314) 890-1360 FAX

SEVERABILITY: If any clause or provision of this Permit is illegal, invalid or unenforceable under present or future laws effective during the terms of this Permit, the remainder of this Permit shall not be affected thereby.

14. **COMPLIANCE WITH LAW:** Permittee covenants, and agrees the Permittee and its Right-Of-Entry Beneficiaries shall comply with all applicable federal, state, and local laws, rules, regulations, codes, advisory circulars, permits, and ordinances including, without limitation, St. Louis' Charter, code, and ordinances, and the rules and regulations of St. Louis' Board of Public Service and the Airport including, without limitation, the Airport's security and access procedures and the Airport's Certification Manual, as may be amended from time to time, in connection with all such entries onto the Property, the performance of the Permitted Activities, any use of the Property, and/or any other use or enjoyment of the rights granted under this Permit; provided, however, that the foregoing provision shall not be construed to modify, alter, or amend in any way the Permittee's rights or obligations pursuant to Section 304 of the Lease Agreement.

15. **AUTHORIZATION.** The parties hereto represent and warrant that they have the authority and power to enter into this Right of Entry Permit and that this Permit has been authorized by all necessary corporate and municipal actions, and that each is authorized and empowered to consummate the transaction provided for herein. This Permit constitutes a legal binding, valid and enforceable obligation of the parties, and there are no claims or defenses, personal or otherwise, or offsets whatsoever to the enforceability or validity of this Permit.

16. **ENTIRE AGREEMENT:** This Permit constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements in regard thereto; provided, however, that this Permit does not supersede, waive, alter, amend, or prejudice any rights, obligations, or agreements set forth in or granted by the Sale Agreement, Lease Agreement or Real Estate Access Agreement. This Permit cannot be altered or modified except by an agreement in writing signed by the authorized

representatives of both parties and specifically referring to this Permit. The paragraph headings set forth herein are for convenience only and do not constitute a substantive part of the Permit.

17. **EXECUTION:** This Permit may be executed in counterparts and delivered by telefax copies, each of which shall be deemed authentic as a mutually executed and delivered original.

18. **MECHANICS' LIENS:** Permittee shall not allow any mechanic's or materialmen's lien or any other lien to be foreclosed on the Property, or any part thereof, or the improvement thereon, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason; provided, however, that Permittee may contest the same so long as no final, non-appealable judgment for such lien is entered against the property. Should a lien be filed against the Property, Permittee shall provide St. Louis with notice thereof within 10 days of receipt of same.

19. **REQUIRED APPROVALS:** When the consent, approval, waiver, or certification ("**Approval**") of either party is required under the terms of this Permit, such Approval must be in writing and signed by the party making the Approval. Whenever the Approval of St. Louis or the Director of Airports is required, the Approval must be from the Director of Airports or his/her authorized or designated representative. Whenever the Approval of the Permittee is required, the Approval must be from Jerry Olsen, Vice President-Shared Services or his authorized or designated representative. St. Louis and Permittee agree that extension of time of performance or an extension in the term of this Permit may be made with the written mutual consent of St. Louis and Permittee.

20. **NO PERSONAL LIABILITY:** No alderman, commissioner, director, officer, employee, board member or other agent of either party shall be personally liable under or in connection with this Permit.

21. **GOVERNING LAW:** This Permit shall be governed by, and construed in accordance with, the laws of the State of Missouri.

22. **INTERFERENCE TO AIR NAVIGATION:** Permittee warrants, represents, stipulates, and agrees that no obstructions 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 FAA, will be installed, placed, operated, used, or permitted to remain on the Property by the Permittee or its Right-Of-Entry Beneficiaries under this Permit. Permittee further warrants, represents, stipulates and agrees not to install, operate, or place on the Property any equipment, machinery, or objects that would interfere with the safe and efficient operations of navigation aides or would impair or interfere with the safe and efficient operations of the Airport or impair or interfere with the operations of the Airport's tenants or other users of the Airport. Prior to the use or operation of any crane, drilling, or other piece of equipment on the Property that may penetrate or approach the height limits as established in FAR Part 77, the Permittee warrants, represents, stipulates, and agrees that it shall file a Form 7460 with and obtain the approval from the FAA. St. Louis reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against such obstructions to air navigation, together with the right to prevent Permittee from erecting or placing on the Property any structure, device, or

equipment which in the sole and absolute opinion of St. Louis would limit the usefulness of the Airport or constitute a hazard to aircraft. The current mailing address for the FAA's Airport Division is as follows:

FAA Central Region
Airport Division
901 Locust
Kansas City, MO 64106-2325

Confidential
garvinm@stlouis-mo.gov
2020-01-15 17:37:55 +0000

IN WITNESS WHEREOF, the parties hereto have executed this Permit as of the date last written below.

ST. LOUIS:

CITY OF ST. LOUIS, MISSOURI

By: 

Name: Richard T. Bradley

Title: Chief Engineer

Date: August 30, 2005

PERMIT NUMBER 1A

[Permit issued pursuant to Board of Public Service Bill Number 768.]

PERMITTEE:

McDonnell Douglas Corporation

By: 

Name: Marc A. Poulin

Authorized Signatory

Title: _____

Date: August 29, 2005

EXHIBIT A

[LEGAL DESCRIPTION OF THE PROPERTY]

LOT 4

LOT 4 OF BANSHEE SUBDIVISION AS RECORDED IN PLAT BOOK 349 PAGES 704 AND 705 OF THE ST. LOUIS COUNTY MISSOURI RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: A TRACT OF LAND BEING PART IN U. S. SURVEYS 7, 1249, 8, 4, 1251, 1247 AND 3096, TOWNSHIP 46 NORTH, RANGE 6 EAST IN ST. LOUIS COUNTY, MISSOURI. COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT-OF-WAY OF LINDBERGH BOULEVARD, 150.00 FEET WIDE AT ITS INTERSECTION WITH THE SOUTH LINE OF THE WABASH RAILROAD RIGHT-OF-WAY, 100.00 FEET WIDE, THENCE ALONG SAID SOUTH LINE OF THE WABASH RAILROAD RIGHT-OF-WAY ALSO BEING THE NORTH LINE OF A PRIVATE ROAD 40.00 FEET WIDE (ALSO KNOWN AS BANSHEE ROAD), WHICH IS PARALLEL WITH SAID WABASH RAILROAD RIGHT-OF-WAY, SOUTH 86 DEGREES 36 MINUTES 45 SECONDS EAST, A DISTANCE OF 388.37 FEET; THENCE ACROSS SAID BANSHEE ROAD, SOUTH 03 DEGREES 23 MINUTES 15 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT IN THE SOUTH LINE OF SAID BANSHEE ROAD ALSO BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE ALONG THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 86 DEGREES 36 MINUTES 45 SECONDS EAST, A DISTANCE OF 2939.05 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 03 DEGREES 23 MINUTES 57 SECONDS WEST, A DISTANCE OF 275.85 FEET TO A POINT; THENCE NORTH 86 DEGREES 36 MINUTES 03 SECONDS WEST, A DISTANCE OF 6.40 FEET TO A POINT; THENCE SOUTH 03 DEGREES 23 MINUTES 57 SECONDS WEST, A DISTANCE OF 51.06 FEET TO A POINT; THENCE SOUTH 86 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 444.43 FEET TO A POINT; THENCE NORTH 03 DEGREES 15 MINUTES 54 SECONDS EAST, A DISTANCE OF 326.86 FEET TO A POINT ON THE SAID SOUTH LINE OF BANSHEE ROAD; THENCE ALONG THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 86 DEGREES 31 MINUTES 06 SECONDS EAST, A DISTANCE OF 245.53 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 03 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 196.62 FEET TO A POINT; THENCE NORTH 86 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 36.10 FEET TO A POINT; THENCE SOUTH 03 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 78.50 FEET TO A POINT; THENCE SOUTH 86 DEGREES 26 MINUTES 12 SECONDS EAST, A DISTANCE OF 92.20 FEET TO A POINT; THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 78.50 FEET TO A POINT; THENCE NORTH 86 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 36.10 FEET TO A POINT; THENCE NORTH 03 DEGREES 33 MINUTES 48 SECONDS EAST, A DISTANCE OF 196.65 FEET TO A POINT ON THE SAID SOUTH LINE OF BANSHEE ROAD; THENCE ALONG THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 86 DEGREES 31 MINUTES 06 SECONDS EAST, A DISTANCE OF 178.81 FEET TO A POINT; THENCE LEAVING THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 03 DEGREES 07 MINUTES 33 SECONDS WEST, A DISTANCE OF 128.91 FEET

TO A POINT; THENCE SOUTH 85 DEGREES 22 MINUTES 06 SECONDS EAST, A DISTANCE OF 72.78 FEET TO POINT; THENCE SOUTH 03 DEGREES 13 MINUTES 51 SECONDS WEST, A DISTANCE OF 120.65 FEET TO A POINT; THENCE SOUTH 86 DEGREES 42 MINUTES 02 SECONDS EAST, A DISTANCE OF 129.80 FEET TO A POINT; THENCE SOUTH 62 DEGREES 49 MINUTES 30 SECONDS WEST, A DISTANCE OF 1129.20 FEET TO A POINT; THENCE SOUTH 81 DEGREES 08 MINUTES 00 SECONDS WEST, A DISTANCE OF 866.89 FEET TO A POINT; THENCE NORTH 86 DEGREES 36 MINUTES 45 SECONDS WEST, A DISTANCE OF 2074.62 FEET TO A POINT; THENCE NORTH 18 DEGREES 21 MINUTES 45 SECONDS WEST, A DISTANCE OF 350.99 FEET TO A POINT; THENCE NORTH 03 DEGREES 23 MINUTES 15 SECONDS EAST, A DISTANCE OF 683.98 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,310,016 SQUARE FEET OR 75.99 ACRES MORE OR LESS.

(a) 'PERMANENT UTILITY EASEMENT'

RESERVING TO MCDONNELL DOUGLAS CORPORATION AND ITS SUCCESSORS AND ASSIGNS IN OWNERSHIP A NON-EXCLUSIVE PERMANENT 20 FOOT WIDE UTILITY EASEMENT OVER, THROUGH, AND ACROSS THE ABOVE THE DESCRIBED TRACT OF LAND AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE RIGHT-OF-WAY OF LINDBERGH BOULEVARD, 150.00 FEET WIDE AT ITS INTERSECTION WITH THE SOUTH LINE OF THE WABASH RAILROAD RIGHT OF WAY, 100.00 FEET WIDE, THENCE ALONG SAID SOUTH LINE OF THE WABASH RAILROAD RIGHT-OF-WAY ALSO BEING THE NORTH LINE OF A PRIVATE ROAD 40.00 FEET WIDE (ALSO KNOWN AS BANSHEE ROAD), WHICH IS PARALLEL WITH SAID WABASH RAILROAD RIGHT-OF-WAY, SOUTH 86 DEGREES 36 MINUTES 45 SECONDS EAST, A DISTANCE OF 388.37 FEET TO A POINT; THENCE ACROSS SAID BANSHEE ROAD, SOUTH 03 DEGREES 23 MINUTES 15 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A POINT IN THE SOUTH LINE OF SAID BANSHEE ROAD; THENCE ALONG THE SAID SOUTH LINE OF BANSHEE ROAD SOUTH 86 DEGREES 36 MINUTES 45 SECONDS EAST, A DISTANCE OF 2939.05 FEET TO A POINT; THENCE SOUTH 03 DEGREES 23 MINUTES 57 SECONDS WEST, A DISTANCE OF 275.85 FEET TO A POINT; THENCE NORTH 86 DEGREES 36 MINUTES 03 SECONDS WEST, A DISTANCE OF 6.40 FEET TO A POINT; THENCE SOUTH 03 DEGREES 23 MINUTES 57 SECONDS WEST, A DISTANCE OF 51.06 FEET TO A POINT; THENCE SOUTH 86 DEGREES 36 MINUTES 03 SECONDS EAST, A DISTANCE OF 444.43 FEET TO A POINT; THENCE NORTH 03 DEGREES 15 MINUTES 54 SECONDS EAST, A DISTANCE OF 60.96 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 03 DEGREES 15 MINUTES 54 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE SOUTH 86 DEGREES 44 MINUTES 06 SECONDS EAST, A DISTANCE OF 208.15 FEET TO A POINT; THENCE SOUTH 03 DEGREES 33 MINUTES 48 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT; THENCE NORTH 86 DEGREES 44 MINUTES 06 SECONDS WEST, A DISTANCE OF 208.04 FEET TO THE POINT OF BEGINNING. SAID EASEMENT SHOWN ON BANSHEE SUBDIVISION AS PER PLAT BOOK 349 PAGE 704 AND 705 OF THE ST. LOUIS COUNTY MISSOURI RECORDS.