

SCANNED

MAY 22 2003

AL-65

AIRPORT USE AGREEMENT

1 THIS AGREEMENT, dated as of July 31, 1951, between THE
2 CITY OF ST. LOUIS (City), a municipal corporation, and McDONNELL
3 AIRCRAFT CORPORATION (M.A.C.), a Maryland corporation located
4 at Lambert-St. Louis Municipal Airport (Airport), WITNESSETH:

5 1. By Deed and Agreement dated as of July 31, 1951,
6 the City sold to M.A.C. 81.106 acres of land on the north
7 side of the Airport, and certain improvements thereon, and by
8 Option Agreement dated as of July 31, 1951, the City granted
9 M.A.C. an option to purchase 28.696 acres of land in the
10 northeast corner of the Airport. This Airport Use Agreement
11 applies to the 81.106-acre tract as of July 31, 1951, and
12 to the 28.696-acre tract as of the date M.A.C. exercises its
13 option thereon. Land to which this Agreement applies, and
14 each part thereof, is herein called the premises.

15 2. As long as the Airport is used as an airport, the
16 City and its successors and assigns will at all times pro-
17 vide its then airport facilities for such operations of air-
18 craft as may be reasonably necessary to the use of the premi-
19 ses by M.A.C., its successors and assigns.

20 3. The premises, and each part thereof, carries with it
21 the right to use the Airport and its facilities for opera-
22 tions of all types of aircraft reasonably appropriate for the
23 Airport, whether or not such aircraft are manufactured on the

1 premises or operated by M.A.C., subject to U. S. Government
2 airport regulations and subject to the reasonable rules and
3 regulations of the City applicable to all users of the Airport.
4 For such use M.A.C. will pay the City in accordance with the
5 City's then most nearly applicable scheduled airline landing
6 fee table, adjusted to reflect landing weight and other fact-
7 ors involved.

8 4. All movements of aircraft by M.A.C. on or over the
9 Airport, including surface movements on non-runway portions
10 of the Airport, will at all times be under the control of and
11 subject to direction from the Airport control tower; and un-
12 less specifically authorized in advance by the Airport control
13 tower, no such movements will be made during "instrument"
14 weather as distinguished from "contact" weather.

15 5. M.A.C.'s total movements (each landing is one move-
16 ment, and each take-off is one movement) will not at any time
17 exceed twenty percent (20%) of the then total capacity of the
18 Airport if such use in excess of 20% prevents the effective
19 use of the Airport by scheduled commercial airlines.

20 6. Any dispute hereunder will be determined by agree-
21 ment between the City and M.A.C., or in the absence of agree-
22 ment, by arbitration. In such case, the City and M.A.C. will
23 each choose an arbitrator within five days after receipt of
24 written notice of such dispute by either party to the other
25 party, and the two so choser will, if they cannot by agree-
26 ment determine the matter within twenty days after such

1 receipt, select a third arbitrator. If the first two arbi-
2 trators cannot agree upon a third within five days after it
3 appears that they cannot by agreement determine the matter or,
4 at all events within five days after said twenty day period,
5 they will request the then Chief Judge of the United States
6 District Court for the Eastern Division of the Eastern Judicial
7 District of Missouri (or the United States judge then most
8 nearly meeting the above description) to appoint a third ar-
9 bitrator. If said judge declines or is unable to act within
10 ten days after such request the two arbitrators will then
11 request the next senior United States judge to act and if he
12 declines or is unable to act within ten days after such re-
13 quest the third such judge will be requested to act. The
14 decision of any two arbitrators will be conclusive and bind-
15 ing. The expenses of arbitration will be borne equally by
16 the parties.

17 7. This Agreement is made in consideration of the pur-
18 chase of the premises as described in Section 1 above, and
19 the provisions hereof will run with the premises, and inure
20 to the benefit of, and bind, all subsequent users thereof.

21 8. If title to either said 81.106-acre tract or said
22 28.696-acre tract re-vests in the City pursuant to the re-
23 scission provisions of said Deed and Agreement dated as of
24 July 31, 1951, or said Option Agreement dated as of July 31,
25 1951, referred to in Section 1 above, this Airport Use Agree-
26 ment will be void ab initio with respect to the land affected

1 by such re-vesting, and all payments made hereunder for the
2 use of the Airport, insofar as such payments resulted from
3 operations emanating from land so re-vesting, will be re-
4 turned by the City to M.A.C.

5 9. Insofar as the law permits, this Agreement may be
6 amended from time to time by agreement between M.A.C. and
7 the then Chairman of the City Airport Commission (or the
8 person then most nearly performing the functions of the
9 present Chairman of the City Airport Commission).

10 10. The Terms "City" and "M.A.C." include their succes-
11 sors and assigns and this Airport Use Agreement will bind and
12 inure to the benefit of such successors and assigns.

13 IN WITNESS WHEREOF, the parties have executed this in-
14 strument as of the date first above written

15 THE CITY OF ST. LOUIS

16 For. M. Dast.

17 Mayor

18 Walter R. Rupp
19 Comptroller

20 ATTEST:

21 Oran S. Schaefer
22 Register

23 MCDONNELL AIRCRAFT CORPORATION

24 J. S. McDonnell

25 President

26 ATTEST:

27 Walter R. Rupp
28 Secretary

1 STATE OF MISSOURI)
2 CITY OF ST. LOUIS) SS

3 On this 12th day of Sept 1951 before me personally
4 appeared Joseph M. Darst and Milton Carpenter, to me per-
5 sonally known, who being by me duly sworn did say that they
6 are respectively Mayor and Comptroller of the City of St.
7 Louis, that the seal affixed to the foregoing instrument is
8 the common seal of the City of St. Louis, and that said in-
9 strument was signed and sealed in behalf of said City of St.
10 Louis by authority of its Board of Aldermen and its Board of
11 Estimate and Apportionment, and further Joseph M. Darst and
12 Milton Carpenter acknowledged said instrument to be the free
13 act and deed of the City of St. Louis.

[Signature]
Notary Public

14 My commission expires 1st Nov 1952

15 STATE OF MISSOURI)
16 COUNTY OF ST. LOUIS) SS

17 On this 17th day of Sept 1951 before me personally
18 appeared J. S. McDonnell, to me personally known, who being
19 by me duly sworn did say that he is President of McDonnell
20 Aircraft Corporation, that the seal affixed to the foregoing
21 instrument is the corporate seal of said corporation, and
22 that said instrument was signed and sealed in behalf of said
23 corporation by authority of its Board of Directors, and said
24 J. S. McDonnell acknowledged said instrument to be the free
25 act and deed of said corporation.

[Signature]
Notary Public

26 My commission expires 31 Oct 1953

This Space for

City of St. Louis, Only

Number.....**AL-65**

SECOND AMENDMENT TO AIRPORT USE AGREEMENT

WHEREAS, under date of July 31, 1951, the City of St. Louis, a municipal corporation, owner and operator of Lambert-St. Louis Municipal Airport, hereinafter referred to as "City", entered into an Agreement with McDonnell Douglas Corporation, formerly McDonnell Aircraft Corporation, a corporation, hereinafter referred to as "M.A.C.", for the rental of a certain part of Lambert-St. Louis Municipal Airport for operations of all types of aircraft reasonably appropriate for the Airport.

WITNESSETH:

WHEREAS, the City is now in the process of expanding the facilities of Lambert-St. Louis Municipal Airport including runway extensions and aircraft apron paving, and

WHEREAS, in connection with such expansion program the City is making application to the Federal Aviation Administration for a grant of Federal funds for such purpose, and

WHEREAS, it is a requirement of the Federal Aviation Administration that all agreements now existing with the City for the rental of airport facilities of any and all kinds must contain a non-discrimination clause with respect to the requirements of Title VI of the Civil Rights Act of 1964 and by Part 15 of the Federal Aviation Regulations in order to qualify for such grant of funds, and

WHEREAS, the above described Agreement does not now contain such clause and it is the desire of both parties hereto to so amend it as to comply with the requirements of the Federal Aviation Administration.

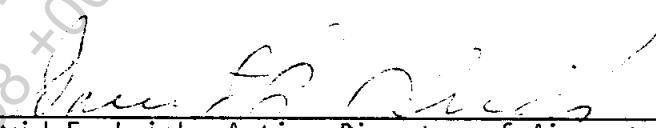
NOW, THEREFORE, the above described Agreement is hereby amended by adding and making a part thereof the following:

Part 15 of the Federal Aviation Regulations, as amended, and that the City of St. Louis shall have the right to take such action as the federal government may direct to enforce such covenant.

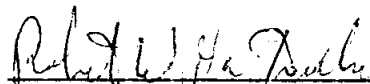
In all other respects, the provisions of the said Agreement remain the same.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Airport Use Agreement as of this 10th day of March, 1970.


THE CITY OF SAINT LOUIS


David E. Leigh, Acting Director of Airports

APPROVED AS TO FORM ONLY:


Robert W. VanDillen, City Counselor

COUNTERSIGNED:

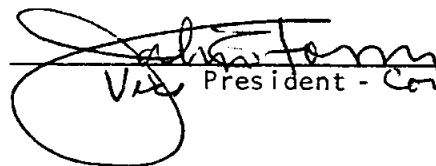

Register, City of St. Louis


John H. Poelker, Comptroller

ATTEST:


Secretary

McDonnell Douglas Corporation, formerly
MCDONNELL AIRCRAFT CORPORATION


Vice President - Controller

AIRPORT USE AGREEMENT

Interpretation No. 2 to Section 3, Last Sentence

AL-65

1. Section 3 of the Airport Use Agreement dated as of July 31, 1951, between the City of St. Louis (City) and McDonnell Aircraft Corporation (M.A.C.) provides that for its use of Lambert-St. Louis Municipal Airport (Airport) M.A.C. will pay the City in accordance with "the City's then most nearly applicable scheduled airline landing fee table, adjusted to reflect landing weight and other factors involved."

2. As of April 1, 1959, there were two fee tables in use, and the one "most nearly applicable" to M.A.C. was essentially the following:

"Nine cents per thousand pounds of approved maximum landing weight for each of user's landings ~~weight for each of user's landings~~ during each month."

3. In keeping with the general intent of Article XXX of the City's standard airport "Indenture of Lease", which provides

"In the event that Lessor shall enter into any lease, contract or agreement with any other air transport operator, with respect to the Airport, containing more favorable terms than this Lease, or shall grant to any other air transport operator rights or privileges with respect thereto which are not accorded to Lessee hereunder, then the same rights, privileges and more favorable terms shall be concurrently and automatically made available to Lessee.",

the phrase, "the City's then most nearly applicable scheduled airline landing fee table", is construed to mean that if the existing fee tables are changed, or revised, the Airport Manager will so notify

M.A.C. in writing within thirty (30) days, and M.A.C. will, within

however, that regardless of the method of computation of charges to be paid by M.A.C., the provisions of Section 6 of said Interpretation No. 1 will be applied to reflect M.A.C.'s non-use of certain Airport Facilities.

5. This Interpretation No. 2 to Section 3, Last Sentence of said Airport Use Agreement, will, upon execution by the parties hereto, be effective as of the first day of April, 1959. Interpretation No. 2 shall not be construed to be applicable or affect any fees paid by M.A.C. to The City of St. Louis, prior to April 1, 1959.

IN WITNESS WHEREOF, the City and M.A.C. have executed this instrument on January 2, 1960.

CITY OF ST. LOUIS

Walter T. Wacey
Chairman of the City Airport Commission

MCDONNELL AIRCRAFT CORPORATION

Approved As To Form
Thomas T. McDevine
Assistant City Commissioner

Thomas G. Rutledge
Vice President

ATTEST:

Robert W. Silvers