



THE CITY OF ST. LOUIS
SECOND AMENDMENT TO LEASE AGREEMENT
MHS TRAVEL & CHARTER, INC.
AL-222

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT, made and entered into as of the 23RD day of July, 2018 ("Second Amendment"), by and between The City of St. Louis, a municipal corporation of the State of Missouri, ("**Lessor**" or "**City**"), and MHS Travel & Charter, Inc., a corporation organized and existing under the laws of the State of Wisconsin ("**Lessee**") is an amendment to Lease Agreement AL-222, dated June 25, 2013, as amended by the First Amendment to the Lease Agreement dated 15th day of June 2018 (the "**Lease Agreement**").

WITNESSETH THAT:

WHEREAS, Lessee desires to construct an additional aircraft hangar to accommodate their growing operations;

WHEREAS, the City and Lessee have identified land adjacent to Lessee's existing Premises that can be developed to suit Lessee's needs;

WHEREAS, Lessee is willing to lease the additional land from the City; and

WHEREAS, the City and Lessee desire to amend the Lease Agreement to their mutual benefit.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, the City and Lessee agree as follows:

SECTION 1. The parties hereto agree that the capitalized terms used in this Second Amendment will have the same meaning as defined In the Lease Agreement, unless otherwise expressly defined in this Second Amendment.

SECTION 2. The Effective Date of this Second Amendment will be the date in which this Second Amendment has been duly signed and executed by both the City and Lessee, as written by the City on page one of this Second Amendment.

SECTION 3. Section 101. Definitions. of the Lease Agreement is hereby amended by deleting the definitions for "**Expansion Minimum Capital Investment**", "**System**", and "**Improvements**", and replaced with the following new definitions:

"**Expansion Minimum Capital Investment**" means the minimum investment required of the Lessee for the construction, refurbishment and improvement of the Expansion Area as well as the construction of the System, as is more fully described in Section 605 of the Lease Agreement and **Exhibit "E"** entitled "Project Description/Narrative," **Exhibit "F"** entitled "Description & Depiction of the System."

"**Improvements**" means, without limitation, buildings, structures, facilities, fixtures, improvements or any appurtenances thereto existing on or within the Leased Premises, including

but not limited to concrete aircraft ramp, parking lot, hangars, or any other structures or facilities which exist as of the Commencement Date or built, or may be built, installed, refurbished, modified, or constructed by the City, or the Lessee or any sublessee on or within the Leased Premises including, without limitation, the construction, installation, modification of the System.

“**System**” means the portion of the storm water sewer and detention basin management system or facility constructed and installed by Lessee and serving the Airport which is more fully described in **Exhibit “F”** entitled “Description & Depiction of the System” to include, without limitation, detention basins, drainage facilities, apparatus, and other improvements or appurtenance thereto for the detention of water (see also **Exhibit “E”** entitled “Project Description/Narrative”). The parties agree that only the areas highlighted on **Exhibit “F”** will be considered as the “System” for purposes of this Lease and the System Costs paid for by Lessee.

SECTION 4. Section 502.I System Repair & Maintenance. of the Lease Agreement is hereby deleted in its entirety the following is substituted in lieu thereof:

I. System Repair & Maintenance.

- i. Vegetation. Vegetation within the Leased Premises that could provide food or cover for hazardous wildlife must be eliminated or controlled by the Lessee so as not to provide food or cover for hazardous wildlife (see **FAA AC 1500/5200-33B and Section 806 entitled “Wildlife Hazards”**).
- ii. Covenant. Lessee shall manage water, soil, and any other residues or materials generated or produced as a result of its activities within the Leased Premises in accordance with all applicable federal, state, District, and local laws, regulations, Environmental Laws, Environmental Permits, ordinances, permits, advisory circulars including, without limitation, FAA AC 1500/5200-33B, Section 2-1.B entitled “New storm water management facilities”, and regulations” and shall obtain and maintain at all times all applicable District, local, state, and federal permits licenses, and authorizations required in order to conduct its activities at the Airport (see **Section 806 entitled “Wildlife Hazards”**).
- iii. Repair and Maintenance. City shall, throughout the Term, keep repair and maintain the System in good and safe condition, in sanitary and neat order, in conformity with all permit requirements and any applicable District requirements and shall make all necessary repairs and maintenance thereto, ordinary and extraordinary foreseen and unforeseen, and shall make all necessary replacements thereto of like quality when beyond repair in accordance with the applicable permit, licenses, District requirements including, without limitation, the District’s “Best Management Practices,” or FAA guidelines set out in FAA AC MO. 1500/5200-33B and shall promptly address and remediate any soil erosion issues. The Lessee shall not be obligated to perform any maintenance or make any repairs or replacements of any kind, nature or description, to the System.
- iv. Reimbursement of Expenses. The Lessee agrees that it shall reimburse the City for the reasonable out-of-pocket expenses incurred by the City to undertake its maintenance responsibilities pursuant to Section 502.I(iii) above, with respect to the maintenance and repair of the System including reasonable out-of-pocket

expenses incurred by the City to comply with applicable District, local, state, and federal permits, licenses, authorizations, regulations, rules, guidelines, Best Management Practices including, without limitation inspection or reporting requirements associated with the System (“**System Costs**”). Lessee’s obligations for reimbursement of the System Costs shall not include any costs for any portions of the Airport’s storm drainage system (“**Airport System**”) other than for the System. The City shall provide reasonable documentation to Lessee for System Costs as with Reimbursable Costs under Sections 806 (D) and (E).

SECTION 5. Section 601 of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

Section 601. Obligations, Rights and Procedures.

- A. General. Lessee, at its sole cost and expense, shall refurbish, install, repair construct or make Improvements on or within the Leased Premises and shall construct and make improvements regarding the System, in accordance with Section 602 and plans prepared by Lessee; provided, however, that any plans to improve, or construct the System or demolish, excavate, refurbish, install, construct, or make any Improvements, or any environmental or geotechnical testing or assessments at the Airport, shall be prepared by Lessee and submitted to the Director for approval as provided for in this Article VI. Additionally, any demolishing, excavation, refurbishing, construction on, or alteration to, the Leased Premises or the System that requires permitting from St. Louis County, Missouri, or any municipality in which the improvements are located must also receive the prior written approval of the Director as provided for in this Article VI. Lessee shall comply with the requirements of all applicable laws, Environmental Permits, Environmental Laws, and building codes and the City’s Rules and Regulations governing tenant construction, alterations, and improvements.
- B. Submittals to the City. Lessee covenants, stipulates, warrants and agrees that all such work that requires the City’s approval shall be completed according to the Tenant Design Standards, which are filed of record in the Office of the Director. In addition Lessee shall:
- submit a signed Tenant Construction or Alteration Application (TCA) including complete plans, construction drawings and specifications, and construction schedules to the Airport Properties Division for the City’s review and approval. Lessee will begin work on proposed improvements only after it has received the written approval of its TCA including its detailed project plans and specifications and construction schedules from the City. Lessee covenants, stipulates, warrants and agrees that the Lessee’s plans, designs, and specs for the System must at a minimum comply with the applicable FAA recommendations, suggestions, and requirements regarding the design, construction and operation of new storm waste management facilities as set out in FAA AC 150/5200-33, Section 2-3 entitled “WATER MANAGEMENT FACILITIES,” Subsection b. entitled “New storm water management facilities.” Lessee covenants, stipulates, warrants and agrees that: i) the System must be designed and operated so as not to create above ground standing water, and ii) all detention ponds or basins will be engineered, constructed, and maintained to drain within 24 hours of a rainfall event to the extent possible, while meeting any District or other regulatory requirements for storm water management, but in no event longer than

a maximum forty-eight (48) hour detention or drainage period after the design storm, and must remain completely dry between storms;

- submit, if applicable, any plans, permits, licenses, or other documentation of approvals that may be required by the District to build, construct, repair or maintain the System in accordance with any applicable District standards, requirement or Best Management Practices;
- submit a St. Louis County or City of Berkeley building permit number, as applicable, not more than 30 days following submission of the TCA to the Airport Properties Division. A building permit number is required prior to the start of any construction or modification to the Leased Premises or the System. (A building permit number is required before the TCA can be approved.);
- submit the contractor's Builders Risk Insurance, Commercial General Liability and Automobile Liability Insurance certificates in accordance with Section 901.B(v) and the required performance and payment bonds to the Airport Properties Division not more than 45 days following the TCA approval by the Airport Properties Division and prior to beginning of work (see Sections 601.C & 601.D below);
- submit, if applicable, and assist the City with obtaining any District license or permit required to operate the System after the completion of the improvement;
- submit a certificate of completion and a certified copy of a St. Louis County or City of Berkeley occupancy or use permit, as applicable, to the Airport Properties Division promptly after the completion of any improvements (see Section 601.I); and
- submit to the Airport Properties Division a copy of its Environmental Impact Statement not more than thirty (30) days following submission of the TCA, if an Environmental Impact Statement is required by any municipality, political jurisdiction, or federal or state regulatory agency with respect to the Leased Premises or the construction of any Improvement or the construction or operation of the System.

- C. Contractor's Builders Risk and Liability Insurance. In any contract relating to the excavation or demolition at, construction or modification of, refurbishment or improvement to the Leased Premises or the construction of the System, Lessee shall require each of its contractors and suppliers to carry policies of Builders Risk Insurance, Commercial General Liability and Automobile Liability Insurance in accordance with Section 901B(v).
- D. Payment & Performance Bonds. Lessee shall require each of its contractors and suppliers of construction materials to furnish a Performance Bond and a Payment Bond each in the full amount of any contract and in a form acceptable to City. The Payment Bond shall comply with the coverage requirements and conditions of Section 107.170 RSMo. Copies of the bonds will be given to City for approval before work begins. Any sum or sums derived from said Performance and Payment Bonds must be used for the completion of said construction and the payment of laborers and material suppliers, as the case may be.
- E. Federal Aviation Administration Review. Prior to commencement of any excavation on, demolition of, construction at, or alteration or refurbishment to the Leased Premises or the construction, modification, refurbishment or improvement of the System, Lessee shall

submit all preliminary plans, drawings and specifications to the FAA for any review and approval that may be required, with a copy to the Airport Properties Division. The preliminary plans must show plot plans, the location and elevations of buildings and other structures, must indicate proposed exterior materials and finishes for all structures, and must include any additional information that may be required by FAA.

- F. Landscaping and Screening. Lessee shall provide and install appropriate landscaping and screening, including lawn, shrubbery, trees, bushes, vines and other plantings and screenings on the Leased Premises or the System, as part of the construction of any new improvements. All proposed landscaping plans and screening designs must be submitted to the Director for review and approval. Lessee further agrees to provide any further landscaping and fencing that may be required, during the term hereof, by the Director, for security purposes.
- G. Conduct of Work Following Approval of TCA. No excavation or demolition at, construction or modifications of, refurbishment or Improvement to, the Leased Premises or the System, or any environmental or geotechnical test or assessment, will commence until after Lessee has received the written approval of its TCA from the City. Lessee also understands and agrees that certain work elements described in the TCA may require separate or additional approval from the City and the FAA before proceeding with the specific work element. As such, Lessee understands and agrees that ongoing coordination with the City at all times is crucial. Lessee agrees to provide the City at least ten (10) days written notice prior to commencement of any work on the System or at the Leased Premises involving excavation of soils so that the City may have a representative present at the work site during such excavation.
- H. Mechanics' and Materialmen's Liens. Lessee covenants and agrees to use its best efforts to prevent or not permit any mechanic's or materialmen's or any other liens or encumbrances to be attached to or foreclosed upon the Leased Premises or any part thereof, or any City property including, without limitation, any Improvements or the System, by reason of any work or labor performed or materials furnished by any mechanic or materialman or for any other reason. If such lien or encumbrance is filed, Lessee warrants, represents and agrees that Lessee will take immediate steps to have the lien promptly removed; provided, however, that Lessee shall have the right to contest any mechanic's or materialman lien if Lessee first submits to the City a bond or other reasonable security in the amount of such mechanic's or materialman lien, which bond or other security shall remain in full force and effect until the lien is removed or satisfied.
- I. Certificates of Completion. Upon the completion of the System or any new Improvements hereunder, Lessee shall submit to the Director a copy of its acceptance letter certifying completion, and a certified copy of any certificate or permit that may be required by any federal, state, District or local government or agency in connection with the completion, use, operation, or occupancy thereof by Lessee. Lessee acknowledges and agrees that prior to the acceptance of the System by the City and taking title to the System and the return of its bonds, the City shall have the right to inspect the System upon completion to ensure Lessee's compliance with the TCA requirements. Lessee, at its cost, shall deliver to the City duplicate copies of as-constructed plans and specifications of the System and any Improvements within sixty (60) days after the date on which Lessee has certified completion thereof. If Lessee fails to provide as-constructed or "as built" drawings, Lessee

shall pay to the City all reasonable costs and expenses related to recreating plans and specifications by the City plus an administrative charge of twenty percent (20%) immediately upon demand thereof.

- J. Title to Improvements & System. Title to the Leased Premises, including all new Improvements constructed, installed, or placed in or on the Leased Premises by Lessee (including all alterations, modifications, refurbishments, and enlargements thereof) that are not Removable Fixtures, will become part of the Leased Premises with title vesting in City upon expiration or earlier termination of this Lease Agreement, unless otherwise agreed to in writing by the City; subject, however, to Lessee's obligation to operate, repair, maintain and replace, and its right of possession, use and occupancy during the Term and in accordance with this Lease Agreement. **Notwithstanding anything to the contrary in this Lease Agreement, upon beneficial use of the System, title to the System will vest to the City (see Section 601.I above).** For purposes of this Lease Agreement "**Removable Fixtures**" will mean all personal property, trade fixtures, furnishings, equipment and fixtures installed by the Lessee that are not permanently affixed to any wall, floor or ceiling in the Leased Premises. Within sixty (60) calendar days of the Commencement Date, Lessee will submit a list of such Removable Fixtures in writing to the Director for the Director's review and approval, and Lessee will periodically update such list as necessary or as requested by City.

All Removable Fixtures will remain the property of Lessee, and will be removed by Lessee at date of expiration or the early termination of this Lease Agreement unless otherwise agreed to in writing by the City and Lessee. Lessee shall be entitled to remove from the Leased Premises, its Removable Fixtures upon the expiration or early termination of this Lease Agreement; provided, however, that if after thirty (30) days following the expiration or early termination of this Lease Agreement, Lessee fails to remove its Removable Fixtures, such Removable Fixtures may, at the City's sole determination, be deemed by the City as being abandoned by the Lessee (see Section 303 entitled "Surrender of Possession"), subject to any extension of time hereafter granted in writing by City to Lessee. In addition to whatever other rights are available to the City, with prior notification of Lessee, the City may: (i) remove, sell or store Lessee's property at Lessee's expense, or (ii) take title to Lessee's property in lieu of removal on behalf of Lessee. If the City takes title to such property or otherwise dispose of the property, the City shall be entitled to all proceeds of sale of such Lessee property as liquidated damages for its failure to timely remove its Removable Fixtures in accordance with the terms of this Lease Agreement.

SECTION 6. Section 605. Expansion Minimum Capital Investment of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

Section 605. Expansion Minimum Capital Investment. Within one (1) year after the Amendment Effective Date, Lessee shall expend an "**Expansion Minimum Capital Investment**" of not less than Five Million Dollars (\$5,000,000.00) for the construction, modification, and improvement of the Expansion Area and the construction, modification or improvement of the System, as outlined on **Exhibit "E"** which is attached hereto and titled "**Project Description/Narrative**", which costs will include, without limitation: (i) site refurbishment and improvement costs, (ii) design and construction costs, (iii) demolition costs, (iv) financing costs, and (v) associated architectural, legal, permit, insurance, construction bonds and engineering fees ("**Construction Costs**");

provided, however, that all such costs may be properly capitalized in accordance with generally accepted accounting principles (see **Exhibit “F”** entitled “Description & Depiction of the System”).

Lessee and City acknowledge and agree that the parties may agree to amend or modify **Exhibit “E”** and **Exhibit “F”** without a formal amendment to this Lease Agreement. The Director, on behalf of the City and in the best interest of the City and the traveling public, is hereby authorized to make such changes, modifications, or amendments.

SECTION 7. Section 606. Certification of Expansion Minimum Capital Investment of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

Section 606. Certification of Expansion Minimum Capital Investment. Within sixteen (16) months after the Amendment Effective Date, Lessee shall provide to the Director a Capital Expenditures Report (“**Report**”) detailing the Construction Costs incurred by Lessee for the construction, modification, or improvement of the System and the construction, modification, and improvement of the Expansion Area in regard to the Expansion Minimum Capital Investment (see Section 605). The Report must be prepared from records of the Lessee, in accordance with generally accepted accounting principles, and supported by appropriate documentation as reasonably requested by the Director. The Report must be verified by a sworn statement of an authorized officer of the Lessee, including a certification that the Construction Costs were made for the construction, refurbishment and improvement of the Expansion Area and the construction modification or improvement of the System.

Lessee is encouraged by City to productively expend the entire Expansion Minimum Capital Investment; however, in the event Lessee’s actual expenditures for Construction Costs for the construction, modification or improvement of the System and the construction, modification, and improvement of the Expansion Area, as described and depicted on **Exhibit “E”** and **Exhibit “F”**, are less than the Expansion Minimum Capital Investment, the difference will be an item of additional payment due and payable to the City within thirty (30) days after receipt of an invoice for such difference from the City.

SECTION 8. Section 704. Hazardous Material Within Expansion Area. is hereby deleted in its entirety and the following is substituted in lieu thereof.

Section 704. Hazardous Materials Encountered Outside the Ground Area. Notwithstanding any other provision of this Lease Agreement, Lessee, on behalf of itself and its invitees, suppliers, contactors, and guests, and their respective officers, employees, representatives, and agents (collectively, the “**Releasing Parties**”) acknowledges, stipulates and agrees that the City and its officers, employees, agents and representatives (“**Released Parties**”) will have no responsibility to the Releasing Parties for any costs, losses, or expenses incurred by the Releasing Parties: 1) associated with addressing Hazardous Materials as part of the any grading, maintenance, demolition, renovation, construction, modification, installation, repair, disposal or improvement associated with the System outside of the Ground Area or any Improvements within the Expansion Area, or any portion thereof, or any of its activities within the Expansion Area or its activities outside the Ground Area regarding the construction, modification or improvement of the System, by the Releasing Parties; or 2) to remove, maintain, repair, abate, mitigate or remediate Hazardous Materials located in, under, within, or as a part of the Expansion Area or any Improvements therein or related to the System outside of the Ground Area, needed, associated with, or arising out of the

Releasing Parties' use, visitation or occupancy of the Expansion Area or the construction, use or operation of the System. All such costs and expenses to comply with Environmental Laws or Environmental Permits for Hazardous Materials will be the responsibility of the Releasing Parties. The Released Parties will not be liable to the Releasing Parties for, and Releasing Parties hereby release the Released Parties from, any and all claims, liabilities, losses, damages, penalties, costs, fines, and expenses made or incurred as a result of or arising out of any Hazardous Material (known or unknown), existing within the Expansion Area or outside the Ground Area, the construction, use or operation of the Airport System outside the Ground Area, or any Improvements within the Expansion Area, or the geotechnical condition of the Expansion Area or any adjacent Airport property, prior to, on or after the Commencement Date, regardless of the City or its officers, employees, agents and representatives negligence or contribution to such conditions.

Notwithstanding anything else contained herein or the Lease Agreement to the contrary, the Releasing Parties shall not be responsible for any Hazardous Materials which exist on the Expansion Area or the land upon which the System ("System Land") is being constructed which are (i) not disturbed by Tenant's work on the System Land or Expansion Area, or (ii) subsequently deposited upon the Expansion Area or System Land as a result of the actions of any of the Released Parties or any other person or entity, other than one of the Releasing Parties, nor shall the Releasing Parties be responsible for compliance with Environmental Laws related to such Hazardous Materials.

SECTION 9. Section 806. Wildlife Hazards of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

Section 806. Wildlife Hazards.

- A. Preventing Wildlife Hazards. Lessee acknowledges and agrees that the City will address any wildlife hazard arising from or incidental to the construction, installation, use, or operation of the System. If detention times longer than 24 hours are needed, the City shall conduct appropriate monitoring or studies as recommended by the City after consultation with the City's qualified wildlife biologist, (presently the United States Department of Agriculture ("USDA") Animal and Plant Health Inspection Services ("APHIS") – Wildlife Services ("WS")) to determine whether the longer detention times pose a potential wildlife hazard to the Airport. If it is determined by the City, after consultation with its wildlife biologist, that detention times longer than 24 hours pose a wildlife hazard or potential wildlife hazard to the Airport, the City will notify Lessee of its plans to monitor and mitigate the identified wild life hazard so as not to pose a wildlife hazard or potential wildlife hazard to or at the Airport.
- B. Cost Reimbursement. Lessee, subject to the terms, covenants, warranties, representations, stipulations, conditions and provisions of this Lease Agreement, shall timely reimburse the City for all Reimbursable Costs (as defined in this Section 806.D(i) below) incurred by the City in the event that:
- i. the City after consultation with the City's wildlife contractor (currently the USDA-APHIS-WS) identifies that a wildlife hazard exists within the Leased Premises or the System, or determines that a wildlife hazard is developing or has the potential to develop at the Leased Premises or the Airport due to the Lessee's activities;

- ii. the FAA, USDA-APHIS-WS, or any other federal, state, or local government authority with jurisdiction over wildlife hazards determines or identifies that a wildlife hazard exists at the Leased Premises, or that conditions at the Leased Premises or the operation or use of the System are such that a wildlife hazard is developing or has the potential to develop; or
 - iii. the FAA, USDA-APHIS-WS, or other federal, state, or local governmental authority with jurisdiction over a wildlife hazard or the potential for a wildlife hazard at the Airport and in response to such a hazard or potential hazard, recommends, requests, or requires the City to respond to a bird hazard or potential bird hazard at the Leased Premises or due to the operation or use of the System.
- C. Prerequisites for Reimbursement. Prior to incurring mitigation or abatement costs at the Airport under this Lease Agreement, the City shall notify the Lessee that a wildlife hazard exists, is developing or has the potential to develop and will provide Lessee, if the circumstances allow, with notice and the steps it intends to take to address the situation in order to protect aircraft safety.
- D. Procedure for Reimbursement.
- i. Lessee, subject to and in accordance with the provisions of this Lease Agreement, must promptly and timely reimburse the City for all monies reasonably spent or costs incurred by the City that are Reimbursable Costs. Lessee agrees that for the purposes of this Agreement, “**Reimbursable Costs**” include, without limitation, all costs or expenses reasonably incurred by the City in accordance with the terms of this Lease Agreement to perform any work or services that may be necessary to manage, administer, monitor, mitigate, abate, control or address wildlife hazards that exist, are developing or have the potential to develop at the Airport due to the operation or use of the System or the Lessee’s activities. Reimbursable Costs include for example, without limitation the following:
 - a. all costs and expenses reasonably incurred by the City or the City’s wildlife management consultant (presently the USDA-APHIS-WS) to perform any work or services at the Airport including, without limitation, any patrolling, monitoring, inspecting or surveying work, studies, reports, assessments or testing services, mitigation, abatement, repelling or controlling work or services, and other reasonable work or services plus an administrative overhead charge of 20 percent.
 - ii. The City shall cause all requests for reimbursement or disbursements of funds (“**Request for Reimbursement**”) for Reimbursable Costs incurred by the City to be submitted to Lessee for prompt and timely payment. Each Request for Reimbursement will include the following:
 - a. adequate documentation and explanation supporting that the costs for which reimbursement are sought are Reimbursable Costs per the terms of this Lease Agreement;
 - b. a breakdown of the billing totaling the amount of the Request for Reimbursement; and

- c. such other documentation as may be reasonably requested in writing by the Lessee to determine whether the costs are Reimbursable Costs per the provisions of this Lease Agreement.
- E. Lessee will have 30 calendar days from the date of its receipt of a complete Request for Reimbursement to process and pay the amount of the Request for Reimbursement. Should Lessee reasonably dispute or object to any claimed Reimbursable Costs or any item or amount shown on any Request for Reimbursement or supporting documentation or explanation provided by the City, or reasonably dispute or object to the adequacy of such supporting documentation and explanation, Lessee may withhold payment in part or in full; provided that it must within that same 30 calendar day period timely pay the balance to which Lessee has no reasonable objection or dispute. In the event Lessee reasonably disputes or objects to a Request for Reimbursement or any cost item therein, such dispute or objection must be set forth in writing and promptly submitted to the City. It being expressly understood that Lessee may raise any reasonable objection or dispute to any Request for Reimbursement, or portion thereof, at any time up to 6 months after the date of a Request for Reimbursement, if it determines that reasonable grounds for objection or dispute exist, including subsequent reasonable objections or disputes of Requests for Reimbursement which have previously been accepted and paid.

SECTION 10. Section 1230. FAA Non-Discrimination of the Lease Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof.

Section 1230. FAA Non-Discrimination. Lessee and its personal representatives, successor in interest and assigns, as part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

- A. in the event facilities, structures or improvements are constructed, maintained, or otherwise operated on the Leased Premises or at the Airport for purpose for which a FAA activity, facility or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and service in compliance with all requirements imposed by the Acts and Regulations such that no person on the grounds of race, color, or national origin, will be excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in the use of the Leased Premises;
- B. no person on the ground of race color or national origin will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Leased Premises or facilities, structures or Improvements within the Leased Premises or at the Airport;
- C. in the construction of the System or any improvements on, over, or under the Leased Premises, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation, denied the benefits of, or otherwise be subject to discrimination,

- D. the Lessee will use the Leased Premises and the facilities, structures, or Improvements within the Leased Premises or at the Airport in compliance with the Acts and Regulations; and
- E. for purposes of this Section 1230, references to “**Acts or Regulations**” will mean or include the following statutory and regulatory cities, as may be amended from time to time:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR part 21;
 - ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - iii. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - iv. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - v. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - vi. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - vii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (see also 49 CFR Part 27 and 28 CFR Parts 35 and 36);
 - viii. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - ix. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs,

policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- x. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- xi. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

SECTION 12. The “Table of Exhibits” from the Lease Agreement is hereby deleted and replaced by the “Table of Exhibits” attached hereto.

SECTION 13. A new **Exhibit “E”** entitled “Project Description/Narrative” and **Exhibit “F”** entitled “Description & Depiction of the System”, which are attached hereto, are hereby added to the Lease Agreement.

SECTION 14. Notwithstanding anything else contained in the First Amendment or this Second Amendment, beginning on the effective date of this Second Amendment, the Lessee shall have the right to inspect the Expansion Area, including certain adjacent Airport property that the Lessee intends to construct the System on, in order to confirm that it is suitable for the construction of Lessee’s improvements through a period ending on July 31, 2018 (“**Due Diligence Period**”). Such inspections may include testing of soil at ground level and below ground to determine whether or not there is a presence of any potential environmental contamination of the Expansion Area or any adjacent property at the Airport. Lessee shall submit the required TCA in accordance with Article VI of the Lease Agreement prior to conducting such inspections. In the event that such inspections indicate any reason that the Expansion Area or the adjacent Airport property that the Lessee intends to use for the construction of the System, is not suitable for the Lessee’s planned improvements, as determined by Lessee, the Lessee may terminate this Second Amendment by written notice to the City given on or before July 31, 2018. Lessee acknowledges, stipulates, and agrees that during the Due Diligence Period, Lessee may not make any Improvements to the Expansion Area, unless agreed to in writing by the City. The City and Lessee acknowledge, stipulate and agree that the First Amendment and this Second Amendment will be deemed null and void and the Lease Agreement will remain in full force and effect, should the Lessee elect to terminate the First Amendment and this Second Amendment, as provided for in this Section 14. The Director, on behalf of the City, may extend the Due Diligence Period up to 90 days. The Due Diligence Period may be waived by the Lessee in writing to the City.

SECTION 15. All other terms, covenants and conditions of the Lease Agreement not inconsistent with this Second Amendment, are unchanged and hereby ratified and approved and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Second Amendment the day and year first above written.

Authorized by City Ordinance 70777, approved June 4, 2018

The foregoing Second Amendment was approved by the Airport Commission at its meeting on the 2nd day of May, 2018.

THE CITY OF ST. LOUIS BY:

[Signature] 6/29/18
Commission Chairman Date
and Director of Airports

APPROVED AS TO FORM ONLY BY:

[Signature] 6/29/18
City Counselor Date
City of St. Louis

COUNTERSIGNED BY:

[Signature]
Comptroller, Date
City of St. Louis

ATTESTED TO BY:

[Signature] 07-23-18
Register, Deputy Date
City of St. Louis

The Board of Estimate and Apportionment approved the foregoing Second Amendment in substance at its meeting on the 16th day of May, 2018.

[Signature] 07/12/2018
Secretary, Date
Board of Estimate & Apportionment

MHS TRAVEL & CHARTER, INC.

BY: [Signature]

NAME: David Craig

TITLE: President

DATE: 27 Apr 2018

TABLE OF EXHIBITS

EXHIBIT "A"	Description of the Leased Premises
EXHIBIT "B"	Depiction of the Leased Premises
EXHIBIT "C"	Redevelopment Plan & Schedule
EXHIBIT "D"	Access Rights-of-Way
EXHIBIT "E"	Project Description/Narrative
EXHIBIT "F"	Description & Depiction of the System

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EXHIBIT “E”

PROJECT DESCRIPTION/ NARRATIVE

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THE ART & SCIENCE OF BUILDING

Exhibit E – Project Description/Narrative

Clayco will complete the design-build of a new corporate airport hangar, also known as Hangar 4 Addition, at the St. Louis Lambert International Airport in Berkeley, Missouri. Based on progressive site planning, the facility will be constructed on approximately 2.2 acres located at 5995 James S McDonnell Blvd., Berkeley, Missouri 63134, adjacent to the existing Hangar 4 facility. The 26,117 SF facility will house aircrafts to be used by MHS Travel & Charter. The dimensions of the Hangar will be 200' x 125' with an attached 40' x 20' Hangar Annex to house a Closed Head AFFF Foam System.

The project will be a Type II Hangar, designed for Wind Exposure Category C – 90 MPH and utilize a Design/Build project delivery approach. The new addition will include similar features to match the existing facility and create the appropriate image for MHS Travel & Charter with the following characteristics:

- (1) Pre-Engineered Metal Building Construction
- (2) Closed Head AFFF Foam System
- (3) White Epoxy Floors
- (4) Exposed Painted Structure
- (5) Exposed Vinyl Face Insulation
- (6) LED Lighting
- (7) HVLP Fans
- (8) Overhead Radiant Heating and Power
- (9) Plumbing and Compressed Air for Maintaining Aircraft

Security Equipment:

In order to maintain security of the project and surrounding Airport, Clayco is tasked with relocating security equipment, specifically the electrical beams used to create SIDA boundaries and the electrical box and lines that control them. The beam towers transmit a wide spread beam to protect against unauthorized access to the AOA. One tower is adjacent to the head end box and fence and points South to protect the green space between the fence and the taxi lane. The other two beam towers are located on the North and South sides of the taxi lane.

In relocating this equipment, the beam tower adjacent to the head end box will be eliminated due to the location of the new hangar. A short run of fence will be permanently installed between the South side of the building and the beam tower on the North side of the taxi lane. The head end box will then be relocated or provided with new equipment out of the way of the new hangar. To maintain security during this cutover, a security guard will be posted while the system is disabled. A new location for this head end equipment will be determined and installed. An 8' temporary fence with barbed wire will be

installed around the building site during construction. See Attachment A.1 – Beam Detector Relocation Drawing dated 11/20/17.

Fire Suppression System:

The hangar is to be protected with a foam/water sprinkler system in accordance with NFPA 409, 2016 Edition, for a Group 2 Hangar.

- An aboveground water storage tank to be provided for system supply.
- Water storage tank to be supplied from Domestic water source.
- Two fire pumps for systems to provide redundancy per NFPA 409, 2016 Edition.
- Two horizontal foam tanks for 3% AFFF foam/water sprinkler systems.
- Hangar to have two systems of foam/water closed head sprinklers to be installed in accordance with NFPA 16, 2016 Edition. Density to be .16 over the entire area of the hangar.
- Pump room to have a Wet sprinkler system with an Ordinary Hazard Group 2 Density is accordance with NFPA 13, 2016 Edition.
- Two hand-held stations shall be installed in the hangar bay for protection in accordance with NFPA 409, 2016 Edition.
- Systems to be installed and tested in accordance with the latest Editions of the applicable NFPA Standards.

Detention Basin Summary:

The existing site drains to an open channel and drainage basin located north and west respectively of Hangar 4, (Bay #1). The expansion of the Hangar 4 (Bay #2) building will fill in a portion of this existing basin.

In order to compensate for the lost volume in the existing basin, the existing open channel will be utilized for flood storage. The channel will be bermed up in two locations (Basin #1 and Basin #2) and storm sewers will be added to constrict the flow to the existing basin (Basin #3). The location of these Basins area shown on C9.0 Post Developed Drainage Area Map. Below is a summary of the Flood Storage Volume in Ac.-Ft.

TABLE 1	
Area (acres)	Flood Storage Volume (Ac.-Ft)
Basin 1	6.91
Basin 2	0.29
Basin 3	0.74



THE ART & SCIENCE OF BUILDING

The FAA requires that the basin design will ensure no standing water and the flood volume will drain within a 48-hour period. The basin design is calculated to achieve drainage in 26.3 hours. Therefore, the floor volume controls (basins) will meet the drainage expectations prescribed by FAA Advisory Circular(s).

Reconstructed Ramp Pavement:

12,155 SF of the existing concrete paved ramp will be removed and replaced in order to provide a level exit from the proposed Hangar 4 Bay #2 building shown on Sheet C5.0 Site Grading Plan.

Site and Check Dam Fill Requirements:

The site will require 18,300 CY of fill to bring the building and site work up to the proposed grades shown on Sheet C5.0 Site Grading Plan. The single Rock Check Dam shown on Sheet C3.0 Stormwater Pollution Prevention Plan will have a volume of 6 CY of 2" to 3" washed stone.

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EXHIBIT “F”

DESCRIPTION & DEPICTION OF THE SYSTEM

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