

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT®



JET LINX ST. LOUIS, LLC

FIRST AMENDMENT TO LEASE AGREEMENT

NO. AL-226

LAMBERT-ST. LOUIS INTERNATIONAL AIRPORT
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT, made and entered into as of the _____ day of _____, 2013, by and between The City of St. Louis, a municipal corporation of the State of Missouri, ("**Lessor**" or "**City**"), and Jet Linx St. Louis, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Lessee**") is an amendment to Lease Agreement AL-226 (the "**Lease Agreement**") dated March 7, 2013.

WITNESSETH THAT:

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:

1. Section 101. Definitions is amended by adding the following definitions:

"Adjusted Rent" means the rent adjusted in accordance with Sections 404 and 405.

"Anniversary Month" means the month during which the last day of the Initial Term occurs (see Section 404).

"Base Index" means the Index in effect on the first day of the Ninth Contract Year (see Sections 404 and 405).

"Build-Out Period" shall mean the period of time beginning on the Commencement Date in which the construction or modification of the Leased Premises hereof is ongoing and which shall end on substantial completion of such construction or modification, as evidenced by a certificate of occupancy, temporary certificate of occupancy or similar governmental approval, not to exceed one hundred twenty (120) days (See Article IV).

"Index" means the "Consumer Price Index for all Urban Consumers" relating to "U.S. City Average" and issued by the Bureau of Labor Statistics of the United States Department of Labor. In the event the Index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the Percentage Increase (defined below) shall be made with the use of such conversion factor, formula or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said shall not publish the same, then with the use of such conversion factor, formula or table as may be published by Prentice Hall, Inc., or failing such publication, by any other nationally chosen recognized publisher of similar statistical information as reasonably selected by the Director. In the event the Index shall cease to be published, then the City and Lessee shall agree upon a new index to be used, and if they are unable to agree within ninety (90) days after the Index ceases to be published, such matter shall be reasonably decided by the Director (see Section 404).

“**Initial Rent**” means the Initial Rent as defined in Section 402.

“**Initial Term**” means the Initial Term as defined in Section 301.

“**Percentage Increase**” means the percentage equal to the fraction, the numerator of which is the Index published in the Anniversary Month less the Base Index, and the denominator of which is the Base Index (see Section 404).

“**Renewal Term**” means the Renewal Term as defined in Section 301.

2. Section 101. Definitions is amended by deleting the definition for “Term” and replacing with the following new definition:

“**Term**” means the Initial Term of this Lease Agreement and the Renewal Term, if applicable (see Article III).

3. Section 201. Leased Premises is deleted in its entirety and the following paragraph is substituted in lieu thereof:

Section 201. Leased Premises. The City hereby leases and demises to Lessee, and Lessee takes from the City, separate tracts of land containing in the aggregate approximately 2.44 acres together with all Improvements existing or that may be constructed or made therein in accordance with Article VI, hereinafter collectively referred to as the “**Leased Premises**” and more fully described on **Exhibit “A”** and shown on **Exhibit “B”**.

4. Lease Exhibit “A” in the Lease Agreement is deleted in its entirety and the attached Lease Exhibit “A” herein is substituted in lieu thereof.

5. Lease Exhibit “B” in the Lease Agreement is deleted in its entirety and the attached Lease Exhibit “B” herein is substituted in lieu thereof.

6. Section 301. Term is deleted in its entirety and the following is substituted in lieu thereof:

Section 301. Term

- A. Initial Term. The initial term (“**Initial Term**”) of this Lease Agreement shall begin on the Commencement Date and shall end at 11:59 p.m. (local prevailing time) on the last day of the tenth (10) Contract Year, unless sooner terminated in accordance with other provisions of this Lease Agreement; provided, however, that this Lease Agreement shall be deemed null and void if: (a) the Commencement Date is more than one hundred and fifty (150) days after the Effective Date, and/ or (b) the Government fails or refuses to timely vacate the Leased Premises and timely relinquish possession and control of the Leased Premises to the City upon terms and conditions acceptable to and authorized and approved by the City (see Section 305 below). The Lessee and City agree that the Commencement Date may be extended up to an additional ninety (90) days (up to a total of two hundred and forty (240) days) from the Effective Date with the written approval of the Director, on behalf of the City, and the Lessee.

B. Renewal Term. If Lessee so requests, and provided Lessee is not under an Event of Default and otherwise is in compliance with all the terms, covenants, and conditions of this Lease Agreement, the Director, on behalf of the City, may, at its option, renew this Lease Agreement in writing upon all the same terms, covenants and conditions, for up to one (1) additional two (2) year term ("**Renewal Term**"). The request by the Lessee shall be exercised by written notice to the Director not later than one (1) Contract Year prior to the last day of the Initial Term. The Director, on behalf of the City, shall then have up to ninety (90) days to approve or reject the Lessee's request for a Renewal Term.

7. Article IV. Rents and Fees is deleted in its entirety and the following is substituted in lieu thereof:

ARTICLE VI RENTS AND FEES

Section 401. General. Lessee, for and in consideration of the rights and privileges granted herein, agrees to promptly and timely pay the rents and fees and any other charges, expenses, or other payments due the City as set forth in this Lease Agreement, without demand during the Term.

Section 402. Rent Payment. Beginning on the first day after the Build-Out Period, Lessee shall pay rent to the City for the Leased Premises equal to a ground rental rate of Ninety Thousand Dollars (\$90,000.00) per annum for the first eight (8) Contract Years and One Hundred and Two Thousand Dollars (\$102,000.00) per annum for the next two (2) Contract Years (the "**Initial Rent**"). The Initial Rent shall be due and payable in twelve (12) equal monthly installments, paid in advance, on or before the first day of each month during the Initial Term.

Section 403. Rent Escalation. During the Renewal Term, the Initial Rent shall be increased (but not decreased) on the tenth anniversary of the first day after the Build-Out Period, in accordance with the provisions of Section 404.

Section 404. Index Rent Escalation. If the Index in the Anniversary Month exceeds the Base Index, then the Initial Rent then in effect shall be increased by the Percentage Increase to calculate the **Adjusted Rent**.

Within ninety (90) days following the Anniversary Month, the City shall send Lessee an "Index Comparative Statement" setting forth the following:

1. The Index on the Anniversary Month,
2. The Base Index,
3. The Percentage Increase, and
4. The resulting Adjusted Rent.

Thereafter, within the later of (a) fifteen (15) days after receipt of the Index Comparative Statement by Lessee or (b) the first day of the calendar month following the month in which the Index Comparative Statement was sent (the "**Current Month**"), Lessee shall pay to the City a sum equal to $1/12^{\text{th}}$ of said increase in rent multiplied by the number of calendar months then

elapsed since the Anniversary Month, and thereafter, commencing with the Current Month and continuing monthly during the Renewal Term and the monthly installments of rent shall be equal to $1/12^{\text{th}}$ of the Adjusted Rent.

An example of the rent escalation outlined in this Section 404, wherein the Initial Rent at the end of the Initial Term is \$96,000, the Base Index on the beginning of the ninth (9) Contract Year is 10, and the Index on the Anniversary Month is 11.

The Percentage Increase shall be $(11-10)/10 = 1/10 = 10\%$

The Initial Rent shall increase by 10% so that the Adjusted Rent shall be \$105,600.

Section 405. Landing Fees. Lessee shall timely report and remit to the City any Landing Fees related to Lessee's activities at the Airport that the City may establish or impose from time to time in accordance with the City's Rules and Regulations ("**Landing Fees**"). The Landing Fees to be remitted to the City shall be for each aircraft landing operated by Lessee or by any other aircraft operator that is operating at the Airport from the Leased Premises and that is not listed on the most current list issued by the City of aircraft operators having an agreement with the City for use of the Airport.

Section 406. Unpaid Rent and Fees. All unpaid rents, fees, or charges due to the City hereunder shall bear a service charge of one and one-half percent ($1\frac{1}{2}\%$) per month if same are not paid and received by the City when due, and Lessee agrees that it shall pay and discharge all costs and expenses including reasonable attorneys' fees, court costs and expenses incurred or expended by City in collection of said delinquent amounts due including service charges.

Section 407. Notice, Place and Manner of Payments. Payments to the City required by this Lease Agreement shall be made at the office of the Director at the address as set forth in Section 1201 below, or at such other place or by whatever payment method that the City may determine as the City may hereafter notify Lessee, and shall be made in legal tender of the United States.

Section 408. Additional Fees, Charges and Rents. Lessee shall pay additional fees, charges and rents under the following conditions:

- A. if the City has paid any sum or sums or has incurred any obligation or expense for which Lessee has agreed to pay or reimburse the City; or
- B. if the City is required or elects to pay any sum or sums or incurs any obligations or expense because of the failure, neglect or refusal of Lessee to perform or fulfill any of the terms, covenants or conditions of this Lease Agreement.

Such payments shall include all interest, costs, damages and penalties in conjunction with such sums so paid or expenses so incurred and may be added to any installment of fees, charges and rent thereafter due hereunder. Each and every part of such payment shall be recoverable by the City in the same manner and with like remedies as if it were originally a part of the rent payments as set forth herein.

Section 409. Prompt Payment of Taxes and Fees. Lessee warrants, covenants and agrees to pay promptly all lawful general taxes, special assessments, excises, license fees, permit fees, and utility service charges of whatever nature, applicable to its operation at the Airport, and acquire

and keep current all permits, licenses, municipal, state or federal, required for the conduct of its business at and upon the Airport.

Section 410. Security Deposit

- A. Amount and Form of Security Deposit. Upon execution of this Lease Agreement, Lessee shall provide the City with an irrevocable letter of credit, or other security or instrument acceptable to the City ("**Security Deposit**") in an amount equal to three (3) months of estimated rents, Landing Fees, and any other estimated payments due the City pursuant to this Lease Agreement, as reasonable determined by the City. The amount of the Security Deposit may be adjusted from time to time by the City to reflect changes in the Lessee's financial obligations to the City under this Lease Agreement. The Security Deposit shall guarantee the faithful performance by Lessee of all of its obligations hereunder and the payment of all rents, Landing Fees, and other charges and payments due to the City. The Security Deposit shall be in such form and with such company licensed to do business in the State of Missouri as shall be acceptable to the City, within its reasonable discretion. The Security Deposit is not the sole or exclusive remedy of the City and shall not be construed, in and of itself, as adequate assurance of Lessee's future performance.
- B. Term of Security Deposit. The Security Deposit shall remain in full force and effect throughout the term of this Lease Agreement and shall extend at least one hundred and twenty (120) days following the expiration or early termination of this Lease Agreement. Lessee shall provide at least sixty (60) days prior notice of the date on which any Security Deposit expires or is subject to cancellation.
- C. City's Right to Use Security Deposit; Replenishment. If Lessee commits or is under an Event of Default pursuant to Section 1101, the City shall have the right to use the amounts of such Security Deposit to pay Lessee's rents, Landing Fees, or any other fees, charges, expenses or amounts owed to the City by Lessee then due and payable, or to apply the proceeds to any cost or expense or material damages incurred by the City as a result of Lessee's default, or Event of Default under Section 1101. If any such Security Deposit, or portion thereof, is used as stated in this Subsection, Lessee shall replenish or provide a renewal or replacement Security Deposit up to the full amount set forth in Subsection 408.A within 10 days of being notified to do so by the City. The City's rights under this Section shall be in addition to all other rights and remedies provided to the City hereunder.

Section 411. Collection and Payment of Airport Fees and Charges. When applicable, Lessee or its designee shall timely report, collect, and remit Airport fees and charges assessed by the City to the Lessee and/or any sublessees and/or third party suppliers/operators conducting aeronautical services and/or other business to the public on the Leased Premises. Such Airport fees and charges may include, without limitation, aircraft Landing Fees, Fuel Flowage Fees, and other fees and charges that the City may establish or impose from time to time in accordance with the City's Rules and Regulations or due and payable under the terms of this Lease Agreement.

If applicable, Lessee or its designee shall timely submit to the City by the fifteenth (15th) day of each month, two (2) copies of an accurate landing report and a fuel flowage report for the preceding month and the fees associated with those reports, as the case may be, regardless of

whether such fees were actually collected by the Lessee or its designee. Lessee acknowledges, stipulates and agrees that if the Lessee fails to collect said Landing Fees or Fuel Flowage Fees, Lessee will timely promptly pay the fees from its own resources. Said landing reports and fuel flowage reports shall be in a form acceptable to the City.

The “**Fuel Flowage Fee**” to be remitted to the City shall be for each gallon of aviation fuel, as measured by a metering system acceptable to the Director, delivered on the Leased Premises into the aircraft of aircraft operators that are not listed on the most current list issued by the City of aircraft operators having an agreement with the City for use of the Airport, as established by the City from time to time.

8. Section 602. Minimum Capital Investment is deleted in its entirety and the following is substituted in lieu thereof:

Section 602. Minimum Capital Investment. Lessee shall expend a “**Minimum Capital Investment**” of Eight Hundred Thousand Dollars (\$800,000) for the construction, refurbishment and improvement of the Leased Premises as outlined on **Exhibit “C,”** which is attached hereto and titled “Construction/Improvement Plan & Schedule”, which costs shall include, without limitation: (i) site refurbishment and improvement costs, (ii) construction costs, (iii) demolition costs, (iv) cost of an above ground fuel storage tank but excluding any other Removable Fixtures, (v) financing costs, and (vi) 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. Lessee agrees that Five Hundred Thousand Dollars (\$500,000) must be spent within eighteen (18) months of the Commencement Date.

Lessee further agrees that an additional Three Hundred Thousand Dollars (\$300,000) must be spent by the end of the Eighth Contract Year.

Lessee and City acknowledge and agree that the parties may agree to change, modify and/or amend Exhibit C titled “Construction/Improvement Plan & Schedule” administratively in writing 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.

9. Section 603. Certification of Minimum Capital Investment is deleted in its entirety and the following is substituted in lieu thereof:

Section 603. Certification of Minimum Capital Investment. Within ten (10) calendar days after the end of the second Contract Year, Lessee shall provide to the Director a Capital Expenditures Report (“**Report**”) detailing the Construction Costs incurred by Lessee for the construction, refurbishment and improvement of the Leased Premises in regard to the Minimum Capital Investment (see Section 602). The Report shall be prepared from records of the Lessee, in accordance with generally accepted accounting principles, and supported appropriate documentation as reasonably requested by the Director. The Report shall 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 Leased Premises. Lessee is encouraged by City to productively expend the Minimum Capital Investment; however, in the event Lessee actual expenditures for Construction Costs expended in the first eighteen (18)

months are less than Five Hundred Thousand Dollars (\$500,000.00), the difference shall 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 ("**18 Month Shortfall**").

Within one hundred and twenty days of the end of the Eighth Contract Year, Lessee shall provide to the Director a subsequent Report detailing the Construction Costs incurred by Lessee for the construction, refurbishment and improvement of the Leased Premises in regard to the additional Three Hundred Thousand Dollars (\$300,000.00) of the Minimum Capital Investment (see Section 602). The Report shall be prepared from records of the Lessee, in accordance with generally accepted accounting principles, and supported appropriate documentation as reasonably requested by the Director. The Report shall 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 Leased Premises. In the event Lessee actual total expenditures for Construction Costs expended by the end of the Eighth Contract Year are less than the Minimum Capital Investment, the difference (less any 18 Month Shortfall previously paid by Lessee to the City) shall 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.

10. Exhibit C from the Lease Agreement is deleted and replaced by the Exhibit C attached hereto.

11. All other terms, covenants and conditions of the Lease Agreement, not inconsistent with this First Amendment, are unchanged and hereby ratified and approved and shall remain in full force and effect.

(Remainder of page left intentionally blank)

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

Authorized by City Ordinance 69497, approved July 10, 2013

The foregoing First Amendment was approved by the Airport Commission at its meeting on the 5th day of JUNE, 2013.

THE CITY OF ST. LOUIS BY:

Philip M. Halverson 7-29-13
Commission Chairman
and Director of Airports

APPROVED AS TO FORM ONLY BY:

Pat Hyman 8/1/13
City Counselor
City of St. Louis

COUNTERSIGNED BY:

Debra L. [Signature] 8/13/13
Comptroller,
City of St. Louis

ATTESTED TO BY:

Barry L. May AUG 20 2013
Register,
City of St. Louis

CONFIDENTIAL OFFICE
COUNCIL FINDER 65302

The Board of Estimate and Apportionment approved the foregoing First Amendment in substance at its meeting on the 21st day of JUNE, 2013.

Approved as BB#84

Kendra Watson 8/9/13
Secretary,
Board of Estimate & Apportionment

JET LINX ST. LOUIS, LLC

BY: James F. Mage, Jr.

Title: President

Date: July 28, 2013

EXHIBIT A

LEASE AREA A

A tract of land being part of U.S. Survey 1993, Township 46 North, Range 6 East, St. Louis County, Missouri, said tract being more particularly described as follows:

Commencing at the Southeast corner of Lot 1 of Natural Bridge Acres, as per plat recorded in Plat Book 15 Page 26 of the St. Louis County Recorder's Office, thence in a Northwestwardly direction North 65 degrees 02 minutes 38 seconds West 311.63 feet more or less to the Southeastern corner of a fence around the area used by American Airlines for parking, said point being the ACTUAL POINT of BEGINNING of the description herein; thence along said fence South 53 degrees 37 minutes 44 seconds West 94.33 feet to a point, thence leaving said fence line, South 35 degrees 25 minutes 51 seconds East 8.81 feet to a point of curve to the left, whose radius point bears North 53 degrees 37 minutes 44 seconds East 20.00 feet from the last described point, thence along the arc of said curve 22.51 feet to a point being on the asphalt for the West bound lines of the road known as Lambert International Blvd. thence along said asphalt line, South 63 degrees 01 minutes 17 seconds West 59.99 feet to a point of curve to the left, whose radius point bears North 41 degrees 30 minutes 25 seconds West 20.00 feet from the last described point, thence leaving said asphalt line along the arc of said curve 29.81 feet to the point of tangent, thence North 36 degrees 54 minutes 58 seconds West 25.78 feet; thence North 53 degrees 37 minutes 44 seconds East 67.96 feet to a point of curve to the left, whose radius point bears North 36 degrees 22 minutes 16 seconds West 16.00 feet from the last described point, thence along the arc of said curve, 24.93 feet to the point of tangent, thence North 35 degrees 39 minutes 09 seconds West 111.11 feet to a point, thence North 54 degrees 47 minutes 57 seconds East 40.51 feet to a point, being in an existing fence line, thence along said fence line South 36 degrees 50 minutes 42 seconds East 20.01 feet, and South 35 degrees 39 minutes 09 seconds East 134.71 feet to the point of beginning and containing 9,670 Square Feet as per calculations by Doering Engineering during December 2012, this description is based upon field locations of the existing fences in the area, no boundary survey work was done for this description, bearings are base upon State Plane Coordinates, but the tie to the subdivision is calculated only and to be used for reference only.

LEASE AREA B

A tract of land being part of U.S. Survey 1993, Township 46 North, Range 6 East, St. Louis County, Missouri, said tract being more particularly described as follows:

Commencing at the Southeast corner of Lot 1 of Natural Bridge Acres, as per plat recorded in Plat Book 15 Page 26 of the St. Louis County Recorder's Office, thence in a Northwestwardly direction North 65 degrees 02 minutes 38 seconds West 311.63 feet more or less to the Southeastern corner of a fence around the area used by American Airlines for parking, thence along the existing fence North 35 degrees 39 minutes 09 seconds West 28.21 feet to the ACTUAL POINT of BEGINNING of the description herein: thence continuing along said fence line the following courses and distances: North 35 degrees 39 minutes 09 seconds West 106.50 feet, North 36 degrees 50 minutes 42 seconds West 30.01 feet, thence North 35 degrees 09 minutes 12 seconds West 71.67 feet, North 13 degrees 12 minutes 02 seconds East 2.56 feet, North 35 degrees 52 minutes 41 seconds West 22.37 feet, North 35 degrees 35 minutes 22 seconds West 22.64 feet, North 35 degrees 25 minutes 05 seconds West 103.49 feet, North 04 degrees 27 minutes 24 seconds West 29.34 feet and North 54 degrees 07 minutes 52 seconds East 57.66 feet, thence leaving said fence line, North 85 degrees 24 minutes 51 seconds East 25.67 feet, thence North 21 degrees 56 minutes 16 seconds East 60.12 feet, thence South 67 degrees 58 minutes 29 seconds East 277.18 feet, thence South 21 degrees 54 minutes 55 seconds West 97.81 feet, thence South 21 degrees 09 minutes 51 seconds West 110.61 feet, thence South 06 minutes 24 minutes 54 seconds East 45.48 feet, thence South 45 degrees 17 minutes 41 seconds West 100.00 feet to the actual point of beginning and containing 77,291 Square feet or 1.774 Acres as per calculations by Doering Engineering during January, 2013, this description is based upon field locations of the existing fences in the area, no boundary survey work was done for this description, bearings are base upon State Plane Coordinates, but the tie to the subdivision is calculated only and to be used for reference only.

LEASE AREA C

A tract of land being part of U.S. Survey 1993, Township 46 North, Range 6 East, St. Louis County Missouri, said tract being more particularly described as follows:

Commencing at the Southeast corner of Lot 1 of Natural Bridge Acres, as per plat recorded in Plat Book 15 Page 26 of the St. Louis County Recorder's Office, thence in a Northwestwardly direction North 65 degrees 02 minutes 38 seconds West 311.63 feet more or less to the Southeastern corner of a fence around the area used by American Airlines for parking, thence along the existing fence North 35 degrees 39 minutes 09 seconds West 134.71 feet, North 36 degrees 50 minutes 42 seconds East 30.01 feet, North 35 degrees 09 minutes 12 seconds West 71.67 feet, North 13 degrees 12 minutes 02 seconds East 2.56 feet, North 35 degrees 52 minutes 41 seconds West 22.37 feet, North 35 degrees 35 minutes 22 seconds West 22.64 feet North 35 degrees 25 minutes 05 seconds West 103.49 feet, North 04 degrees 27 minutes 24 seconds West 29.34 feet, North 54 degrees 07 minutes 52 seconds East 57.66 feet, thence leaving said fence line, North 85 degrees 24 minutes 51 seconds East 25.67 feet, North 21 degrees 56 minutes 16 seconds East 60.12 feet, and North 02 degrees 45 minutes 34 seconds East 266.61 feet to the ACTUAL POINT of BEGINNING of the description herein: thence North 35 degrees 41 minutes 37 seconds West 141.60 feet, thence North 54 degrees 24 minutes 24 seconds East 53.78 feet, North 35 degrees 44 minutes 44 seconds East 20.23 feet, thence North 54 degrees 16 minutes 50 seconds East 84.54 feet, thence South 35 degrees 43 minutes 10 seconds East 103.03 feet, thence South

54 degrees 16 minutes 50 seconds West 84.50 feet, thence South 35 degrees 44 minutes 44 seconds East 19.91 feet, thence South 56 degrees 04 minutes 23 seconds West 53.93 feet to the actual point of beginning and containing 16,374 Square feet as per calculations by Doering Engineering during December 2012, this description is based upon field locations of the existing fences in the area, no boundary survey work was done for this description, bearings are base upon State Plane Coordinates, but the tie to the subdivision is calculated only and to be used for reference only.

Lease Area D

A tract of land being part of U.S. Survey 1993, Township 46 North, Range 6 East, St. Louis County Missouri, said tract being more particularly described as follows:

Commencing at the Southeast corner of Lot1 of Natural Bridge Acres, as per plat recorded in Plat Book 15 Page 26, of the St. Louis County Recorder's Office, thence in a Northwestwardly direction North 65 degrees 02 minutes 38 seconds West 311.63 feet more or less to the Southeastern corner of a fence around the area used by American Airlines for parking, thence along said fence lines North 35 degrees 39 minutes 09 seconds West 134.71 feet, North 36 degrees 50 minutes 42 seconds East 30.01 feet, North 35 degrees 09 minutes 12 seconds West 71.67 feet, North 13 degrees 12 minutes 02 seconds East 2.56 feet, North 35 degrees 52 minutes 41 seconds West 22.37 feet, North 35 degrees 35 minutes 22 seconds West 22.64 feet, North 35 degrees 25 minutes 05 seconds West 103.49 feet, North 04 degrees 27 minutes 24 seconds West 29.34 feet, North 54 degrees 07 minutes 52 seconds East 57.66 feet, thence leaving said fence line, North 85 degrees 24 minutes 51 seconds East 25.67 feet, North 21 degrees 56 minutes 16 seconds East 60.12 feet, thence North 02 degrees 45 minutes 34 seconds East 266.61 feet, thence North 56 degrees 04 minutes 23 seconds East 53.93 feet, thence North 35 degrees 44 minutes 44 seconds West 19.91 feet, thence North 54 degrees 16 minutes 50 seconds East 84.50 feet, to the ACTUAL POINT OF BEGINNING of the description herein: thence North 35 degrees 43 minutes 10 seconds West 41.71 feet, thence North 54 degrees 16 minutes 50 seconds East 55.00 feet, thence South 35 degrees 43 minutes 10 seconds East 55.00 feet, thence South 54 degrees 16 minutes 50 seconds West 55.00 feet, thence North 35 degrees 43 minutes 10 seconds West 13.29 feet to the actual point of beginning and containing 3,025 Square Feet as per calculations by Doering Engineering during February 2013, this description is based upon field locations of the existing fences in the area, no boundary survey work was done for this description, bearings are based upon State Plane Coordinates, but the tie to the subdivision is calculated only and to be used for reference only.



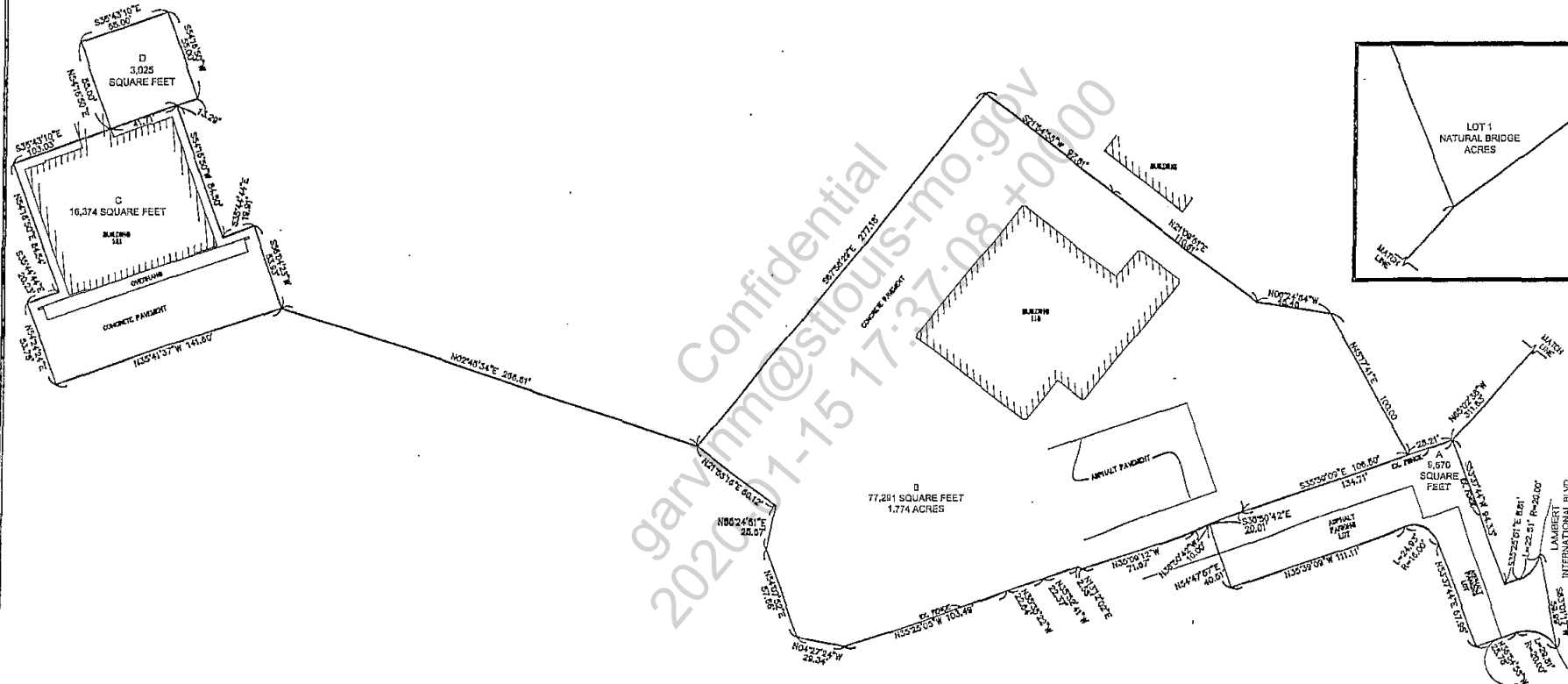
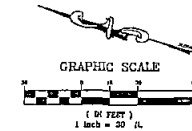
[Handwritten signature]

2-8-2013

EXHIBIT B

LEASE EXHIBIT

TRACTS OF LAND IN U.S. SURVEY 1993 TOWNSHIP 46 NORTH, RANGE 6
EAST, ST. LOUIS COUNTY, MO.



Revised	Comments

Engineered By
DOERING ENGINEERING
INC.
CHIEF ENGINEERING • PLANNING • SURVEYING
110 CORPORATE
LICENSE NO. 001347
IL CORPORATE
LICENSE NO. 184-200334

Seal

110 CORPORATE
LICENSE NO. 001347
IL CORPORATE
LICENSE NO. 184-200334

LEASE EXHIBIT

Date: 12/2/03	Project Number: 0121
File Name: 0121_00087	Sheet: 1
Drawn: 0121	Check: 0121