

# THE CITY OF ST. LOUIS

### FIRST AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT SIGNATURE FLIGHT SUPPORT CORPORATION

AL-223

### ST. LOUIS LAMBERT INTERNATIONAL AIRPORT FIRST AMENDMENT TO RESTATED AND AMENDED LEASE AGREEMENT

### 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. The Effective Date of this First Amendment will be February 1, 2018, it being understood and agreed by the parties that this First Amendment will not become effective and binding on the parties until executed and delivered by the City and Lessee.
- 2. Section 201. <u>Leased Premises</u> of the Lease Agreement is hereby amended by deleting Item A in its entirety and replacing it with the following new Section 201 Item A:
- "A. The City hereby leases and demises to Lessee, and Lessee takes from the City, a tract of land containing approximately 17.684 acres (770,328 sq. ft.) 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", provided, however, that two separate access right-of-way ("Access Rights-of-Way") are hereby established on the Leased Premises as shown on Exhibit "D" and as more fully set forth in Section 201.B below."
- 3. Section 402. <u>Rent Payment</u> of the Lease Agreement is deleted in its entirety and replaced with the following new Section 402:
  - "Section 402. Rent Payment. Beginning on the Effective Date of the First Amendment, Lessee shall pay rent to the City for the Leased Premises equal to a ground rental rate of \$1.02 per square foot per annum multiplied by the total ground area of the Leased Premises, stated in square feet (the "Initial Rent"). Rent payments shall be due in twelve equal monthly installments, in advance, on or before the first day of each month."
- 4. Exhibit "A" of the Lease Agreement is hereby deleted in its entirety and replaced with the attached new Exhibit "A."
- 5. Exhibit "B" of the Lease Agreement is deleted in its entirety and replaced with the attached new Exhibit "B."

6. All other terms, covenants and conditions of the Lease Agreement not inconsistent with this First Amendment, are unchanged and hereby ratified and approved and will 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 70707, approved February 1, 2018. The foregoing First Amendment was approved by the Airport Commission at its meeting on the 3rd day of January , 2018. THE CITY OF ST. LOUIS BY: and Director of Airports APPROVED AS TO FORM ONLY BY: COUNTERSIGNED BY: Comptroller, City Counselor City of St. Louis City of St. Louis COMPTROLLER'S OFFICE DOCUMENT # 165 150 ATTESTED TO BY: Register, City of St. Louis The Board of Estimate and Apportionment approved the foregoing First Amendment at its meeting on the 17th day of January , 2018. Board of Estimate & Apportionment SIGNATURE ELIGHT SUPPORT CORPORATION

SVP, Operations

Date:\_\_ 1-2-18

## LEASE EXHIBIT "A"

Point	Direction	Distance	Latitude	Longitude
Point of Beginning			38 44 45.65N	90 20 43.95V
Point 1	Northwest	263 feet	38 44 47.03N	90 20 46.79
Point 2	North	52 feet	38 44 47.46N	90 20 46.41
Point 3	Northwest	711 feet	38 44 51.22N	90 20 54.50V
Point 4	Southwest	408 feet	38 44 47.79N	90 20 56.73V
Point 5	Northwest	268 feet	38 44 49.18N	90 20 59.58V
Point 6	Southwest	143 feet	38 44 48.14N	90 21 01.08V
Point 7	Northwest	85 feet	38 44 48.40N	90 21 01.53V
Point 8	Southwest	189 feet	38 44 47.39N	90 21 03.14V
Point 9	Southeast	1,197 feet	38 44 40.60N	90 20 48.44W
Point 10	North	209 feet	38 44 42.36N	90 20 48.62V
Point 11	Northeast	218 feet	38 44 43.83N	90 20 46.60V
Point 12	East	201 feet	38 44 44.22N	90 20 45.10V
Point 13	North	193 feet	Return to Point of Beginning	moderal (see s)

Boundary set by above coordinates containing 17.684 acres (more-or-less)

Geodetic coordinates in North American Datum 1983

All distances in linear feet and expressed as more-or-less

Point of Beginning (POB) defined as the east fence line corner adjoining AL 140 and adjacent to JS McDonnell Blvd



Exhibit A
AL-223 Leased Premises

Prepared by: Plng Date: Dec 13, 2017

## **LEASE EXHIBIT "B"**

PREMISES DEPICTION

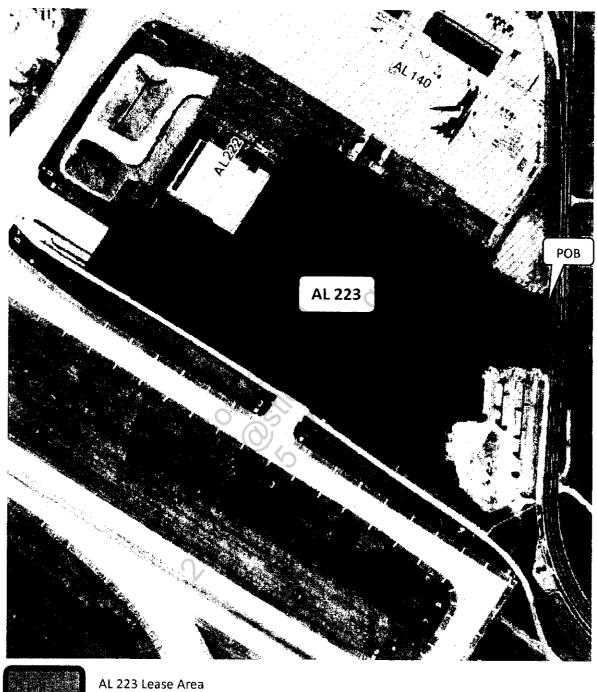




Exhibit B AL 223 Property Depiction

Prepared by: Ping Date: Dec 13, 2017