BOARD BILL # 206 INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

An ordinance recommended by the Airport Commission, the Board of Public Service, and the Board of Estimate and Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of St. Louis (the "City") to enter into and execute on behalf of the City the Termination of Use and Lease Agreements substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance (the "Sabreliner Termination Agreement"), which is attached hereto and incorporated herein, between the City and Sabreliner Corporation, a Delaware corporation ("Sabreliner"), providing for the termination of the "Sabreliner Agreements" as defined and provided for in the Sabreliner Termination Agreement; authorizing and directing the Director of Airports and the Comptroller of the City to enter into and execute on behalf of the City a Lease Agreement AL-205 substantially in the form as set out in **ATTACHMENT "2"** to this Ordinance (the "MDC Lease Agreement"), between the City and McDonnell Douglas Corporation ("MDC"), a Maryland corporation, granting to MDC, subject to the provisions of the MDC Lease Agreement, the right and privilege to occupy and use the premises described therein for an initial term beginning on the "Commencement Date" as defined therein and expiring December 31, 2034 with two (2) eight (8) year renewal term options, including the sale of Existing Improvement to MDC for Seven Million Two Hundred Thousand Dollars ($7,200,000) payable to the City on the Commencement Date in accordance with Section 404 of the MDC Lease Agreement; and authorizing and directing the Director of Airports and the Comptroller of the City to enter into and execute on behalf of the City a Lease Agreement AL-542 substantially in the form as set out in **ATTACHMENT "3"** to this Ordinance (the "ATS Lease Agreement"), which is attached hereto and incorporated herein, between the City and Airport Terminal Services, Inc. ("ATS"), a Missouri corporation, granting to ATS, subject to the provisions of the ATS Lease Agreement, the right and privilege to maintain

possession of the premises described therein for a term beginning on the "Commencement Date" as defined therein and expiring on October 31, 2011; authorizing the Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City with the advice of the Director of Airports to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, amendments, or instruments deemed necessary to effectuate the terms set forth in the Sabreliner Termination Agreement, the MDC Lease Agreement, or the ATS Lease Agreement, and/or deemed necessary to preserve and protect the City's interest and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein; providing that the provisions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved and/or authorized by this Ordinance; and containing a severability clause; and an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Director of Airports and the Comptroller of the City of St. Louis (the "City") are hereby authorized and directed to enter into and execute on behalf of the City the Termination of Use and Lease Agreements substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance (the "Sabreliner Termination Agreement"), which is attached hereto and incorporated herein, between the City and Sabreliner Corporation, a Delaware corporation ("Sabreliner"), providing for the termination of the "Sabreliner Agreements" as defined and provided for in the Sabreliner Termination Agreement.

SECTION TWO. The Director of Airports and the Comptroller of the City are hereby authorized and directed to enter into and execute on behalf of the City a Lease Agreement AL-205 substantially in the form as set out in **ATTACHMENT "2"** to this Ordinance (the "MDC Lease

Agreement"), between the City and McDonnell Douglas Corporation ("MDC"), a Maryland corporation, granting to MDC, subject to the provisions of the MDC Lease Agreement, the right and privilege to occupy and use the premises described therein for an initial term beginning on the "Commencement Date" as defined therein and expiring December 31, 2034 with two (2) eight (8) year renewal term options. MDC to pay the City Seven Million Two Hundred Thousand Dollars ($7,200,000) for the Existing Improvements on the Commencement Date, as provided for in Section 404 of the MDC Lease Agreement.

SECTION THREE. The Director of Airports and the Comptroller of the City are hereby authorized and directed to enter into and execute on behalf of the City a Lease Agreement AL-542 substantially in the form as set out in **ATTACHMENT "3"** to this Ordinance (the "ATS Lease Agreement"), which is attached hereto and incorporated herein, between the City and Airport Terminal Services, Inc. ("ATS"), a Missouri corporation, granting to ATS, subject to the provisions of the ATS Lease Agreement, the right and privilege to maintain possession of the premises described therein for a term beginning on the "Commencement Date" as defined therein and expiring on October 31, 2011.

SECTION FOUR. The Mayor, the Comptroller, the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and employees of the City, with the advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of the City and in the City's best interest any attendant or related documents, agreements, amendments, and instruments deemed necessary to effectuate the terms set forth in the Sabreliner Termination Agreement, the MDC Lease Agreement, or the ATS Lease Agreement, and/or deemed necessary to preserve and protect the City's interest, and/or to take such actions as may be necessary or appropriate in connection with the consummation of the transactions contemplated herein.

SECTION FIVE. The terms, covenants, and conditions set forth in this Ordinance shall be applicable exclusively to the agreements, documents, and instruments approved or authorized by this Ordinance and shall not be applicable to any other existing or future agreements, documents, or instruments unless specifically authorized by an ordinance enacted after the effective date of this Ordinance. All provisions of other ordinances of the City which are in conflict with this Ordinance shall be of no force or effect as to the agreements, documents, and instruments approved and/or authorized by this Ordinance.

SECTION SIX. The sections, conditions, or provisions of this ordinance or portions thereof shall be severable. If any section, condition, or provision of this Ordinance or portion thereof contained herein is held invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections, conditions or provisions of this Ordinance.

SECTION SEVEN. This being an Ordinance providing for public peace, health, or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City's Charter and shall become effective immediately upon its approval by the Mayor of the City.