

**THE CITY OF ST. LOUIS
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®**

**THIRD AMENDMENT
TO
AIRPORT USE AND LEASE AGREEMENT**

[Airline]

No. AL-

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**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT®
THIRD AMENDMENT TO AIRPORT USE AND LEASE AGREEMENT
[AIRLINE]**

This Third Amendment (“**Third Amendment**”) to the Airport Use and Lease Agreement is dated _____, 20_____, and is between The City of St. Louis, Missouri (“**City**”), and [AIRLINE] a corporation organized and existing under the laws of the [state/nation], (“**Airline**”).

RECITALS

WHEREAS, the City owns and operates the St. Louis Lambert International Airport, located in the County of St. Louis, State of Missouri;

WHEREAS, the parties entered into the Airport Use and Lease Agreement as authorized by City Ordinance No. 70273 approved May 25, 2016, which Agreement was set to expire at midnight local time on June 30, 2021; and entered into the First Amendment to the Airport Use and Lease Agreement as authorized by City Ordinance No. 71295 approved February 11, 2021; and the Second Amendment to the Airport Use and Lease Agreement, as authorized by City Ordinance 71577 and approved November 23, 2022 (collectively, the “**Agreement**”), which Agreement is set to expire at midnight local time on June 30, 2025;

WHEREAS, the parties desire to amend the Agreement to their mutual benefit, including extending the term of the Agreement to facilitate the design of a potential new consolidated passenger terminal;

WHEREAS, the parties also desire to provide for the approval of certain specific capital improvements planned to occur during the extended term of the Agreement, as amended by this Third Amendment, subject to the conditions and governance structure as set forth herein;

WHEREAS, the Agreement provides (at Section 1502) that it “may not be changed, modified, discharged, or extended except by written amendment duly executed by the parties.”

The parties, therefore, agree as follows:

Section 1. Definitions

“Section 101. Meanings and Construction” is amended by deleting the terms “Capital Improvement,” “Capital Outlay,” and “Signatory Commitment,” and replacing the same with the corresponding definitions found below.

The following terms are hereby added to Section 101 and incorporated into the Agreement as follows:

“Airline Management Report” means the monthly report prepared by the ATR for the Airlines as provided in the Program Governance Management Plan.

“Airline Technical Representative (ATR)” means the person or team, as the case may be, that serves as the representative of the Signatory Airlines and is selected as provided in the Program Governance Management Plan.

“Airport Assistant Director of Planning and Engineering (AADPE)” means the person holding the position of the City’s Airport Assistant Director of Planning & Engineering from time to time.

“Airport Deputy Director of Finance and Administration (ADDFA)” means the person holding the position of the City’s Airport Deputy Director of Finance and Administration from time to time.

“Airport Deputy Director of Operations (ADDO)” means the person holding the position of the City’s Airport Deputy Director of Operations from time to time.

“Airport Deputy Director of Planning & Development (ADDPD)” means the person holding the position of the City’s Airport Deputy Director of Planning & Development from time to time.

“Airport Modernization Program” or “Program” means the design and construction of the aggregate of the Consolidated Terminal Program, the MII Projects, the Third Amendment Projects, and any necessary Facility Condition Assessment Projects.

“Approved Third Amendment Cost” has the meaning assigned to it in Section 3(b) of this Third Amendment.

“Capital Improvement” means any land purchased for the use of the Airport that has a Net Cost in excess of five hundred thousand dollars (\$500,000); any capital asset or equipment acquired by the City at the Airport that has a Net Cost in excess of \$500,000; or any demolition, refurbishment, improvement, modification, remediation, replacement, installation, or construction of Airport facilities that has a Net Cost in excess of \$500,000; including any related planning and design, except for planning and preliminary design as provided in Section 708.

“Capital Outlay” means any equipment item or other capital asset acquired or constructed by the City at the Airport that has a Net Cost of five hundred thousand dollars (\$500,000) or less.

“Consolidated Terminal Program (CTP)” means the Consolidated Terminal Program, consisting of a new, consolidated, double-loaded concourse with up to 62 gates, a new security screening checkpoint and checked baggage inspection services facility, an expanded baggage claim area, a new Federal Inspection Services facility, and a new Arrivals Drive / Departures Drive stacked curbside roadway, all to be developed in three phases: Phase 1, the West Concourse; Phase 2, the East Concourse; and Phase 3, completion of the renovation of the Terminal, as well as the Landside Roadway and Parking Garage Projects.

“Construction Manager (“CM”)” means a consultant acting as the owner’s representative to the Airport, as part of the Program Management team. This role manages and administers the

construction work in the field, which includes but is not limited to activities such as coordinating utilities, permitting, and/or hazardous materials work, as well as managing overall construction quality, safety, health, and environmental activities. Responsibilities also may include compliance documentation, construction engineering and inspection, and commissioning of facilities that involve transfers of completed projects and systems testing / validations to the Airport.

“Construction Manager at Risk (CMAR)” means the Construction Manager(s) with which the City contracts to undertake the CTP or other elements of the Program on an at-risk basis, procured pursuant to an authorizing ordinance and a qualifications-based process. The CMAR is engaged to collaborate with the Airport, Program Manager, and Airport’s Design Team during pre-construction activities to optimize the project scope, schedule, and budget. In the construction phase, the CMAR is responsible for delivering a project(s) based on a Guaranteed Maximum Price (“GMP”) derived from the construction documents prepared by the Design Team and negotiated with the City. The CMAR will hold a prime contract with the City.

“Design Benchmark” means each of the following stages of design of the CTP: (i) thirty percent (30%) of the total CTP, (ii) sixty percent (60%) of the total CTP, (iii) ninety percent (90%) of each of Phases 1, 2 and 3 of the CTP, and (iv) one hundred percent (100%) design of each of Phases 1, 2, and 3 of the CTP, provided that the precise criteria for achievement of each Design Benchmark will be set pursuant to the Program Governance Management Plan, or, if the full Program is authorized, a substantially similar structure.

“Design Team” means the group of Airport staff and City-retained consultants with primary responsibility for design of the Program.

“Executive Program Manager (EPM)” means a consultant or team of consultants who are fully integrated with the Airport’s executive staff level as staff augmentation. This role is responsible for providing Program-level leadership, guidance, expertise, and coordination in strategic planning, implementation, and execution of the Program.

“Executive Steering Committee (ESC)” means the Executive Steering Committee as described in the Program Governance Management Plan.

“Facility Condition Assessment Projects” means those projects that are or may become required to keep the Terminal facilities operational, safe, and secure during the period covered by this Third Amendment, all as more specifically set forth on **Exhibit Y**.

“Landside Roadway and Parking Garage Projects” means the terminal roadways, including Lambert International Blvd., Arrivals Drive, Departures Drive, and contemplated Loop Road construction, the Terminal 1 Garage, and a Ground Transportation Center.

“MII Projects” means design and construction of each of the following projects which has been approved prior to the date of this Third Amendment by a Majority-In-Interest of the Signatory Airlines pursuant to the Agreement: new central utility plant (CUP), demolition of the Missouri Air National Guard facilities at the Airport, and the West Airfield program (WAP).

“Off-Ramp” means the process following a Program MII vote that fails to authorize further stages of funding the Third Amendment Projects or the Program, as described more fully in the Program Governance Management Plan.

“Program Controls Group (PCG)” means the Program Controls Group as described in the Program Governance Management Plan.

“Program Governance Management Plan” means **Exhibit Z** to this Third Amendment, inclusive of Attachments 1 and 2.

“Program Manager (PM)” means the consultant or group of consultants acting as owner’s representative to the Airport, with which the City contracts to undertake management of the Program. In coordination with Airport and City Staff, the PM is responsible for and manages the scope, budget, and schedule of the Program’s projects. This role is responsible for coordination amongst its various sub-contractors and sub-consultants, as well as the Design Team(s), CMAR(s), and various Airport stakeholders.

“Program MII” means the process set forth in Section 5 of the Program Governance Management Plan.

“Program Management Leadership Team (PMLT)” means the Program Management Leadership Team as described in the Program Governance Management Plan.

“Project Team (PT)” means the Project Team as described in the Program Governance Management Plan.

“Signatory Commitment” means the irrevocable commitment made by Airline such that the aggregate Landing Fees payable to the City in accordance with Section 503 during the Term for itself and its Affiliates shall be no less than two million, two hundred thousand dollars (\$2,200,000.00), regardless of the level of activity during the Term; provided however, that if the Commencement Date is other than July 1, 2016, the Signatory Commitment shall be prorated for the balance of the Term based on the number of months beginning with the calendar month following the Commencement Date, so that the Signatory shall equal \$16,666.67 multiplied by the number of the months in the term.

“Target CTP Cost” means the overall target cost of the CTP, for design purposes only, agreed between the Signatory Airlines and the City, as it may be modified from time to time throughout the design process and pursuant to the Program Management Governance Structure.

“Third Amendment Projects” means the projects authorized by this Third Amendment, all as more specifically set forth in **Exhibit Y** to this Third Amendment and subject to the Program Management Governance Structure.

Section 2. Extension to the Term of the Agreement

In order to extend the Term, Section 201 of the Agreement, “Term”, is hereby deleted in its entirety and the following new Section 201 “Term” is substituted in lieu thereof.

“Section 201. Term

The term of this Agreement (“Term”) will commence on July 1, 2016 (the “Commencement Date”) and will expire at midnight local time on June 30, 2027, unless sooner terminated or extended pursuant to the provisions of this Agreement.”

Section 3. Potential Consolidated Terminal and Program

(a) The Signatory Airlines hereby approve undertaking the Third Amendment Projects and engaging professional services as provided in **Exhibit Y** and the Program Governance Management Plan (**Exhibit Z**) and incurring estimated costs of Six Hundred Fifty Million, Four Hundred Thousand (\$650,400,000), in escalated Dollars, to carry out such Third Amendment Projects; provided, however, that if a Program MII vote stops work on the Third Amendment Projects in accordance with **Exhibit Z**, then no additional stages of funding shall be authorized, work on such projects already in progress shall be concluded in a reasonably practical manner, no further work on such Third Amendment Projects shall be undertaken, and further costs shall only be incurred as necessary to effectuate the reasonably practical conclusion of projects then in-progress, as provided in **Exhibit Z**.

(b) In order to facilitate the Third Amendment Projects, the attached **Exhibits Y** and **Z** are added to the Agreement, and a new Section 710 is hereby added to the Agreement as follows:

“Section 710 Program Governance

The rest of this Article VII notwithstanding, the Capital Improvements and design tasks associated with the Third Amendment Projects shall not be subject to: (a) Majority-In-Interest approval pursuant to Section 703; (b) Material Change procedures pursuant to Section 704; or (c) Section 708. For all Capital Improvements and design tasks associated with the Third Amendment Projects, Airline and the City agree to adhere to the Program Governance Management Plan, attached as **Exhibit Z**. Airline agrees that, upon authorization of the staged expenditures as set forth in **Exhibit Z**, the City may recover through Rents, Fees, and Charges, the Net Costs of the Third Amendment Projects attributable to and actually incurred during such approved stage, including any Debt Service (“Approved Third Amendment Costs”) amortized over the term of the debt issued to finance the costs of the Third Amendment Projects. Airline agrees that, notwithstanding any other provision of the Agreement, the City may allocate the Approved Third Amendment Costs to the appropriate Cost Centers following reasonable consultation with the Signatory Airlines. The City shall make commercially reasonable efforts to amortize the Approved Third Amendment Costs over a period of 35 years at the actual interest rate borne by debt issued to finance such Approved Third Amendment Costs unless such Approved Third Amendment Costs are otherwise funded with City revenues.”

Section 4. Give-Back of Airline Space

Section 402. Leased Premises shall be amended by inserting the following:

“(E) Within the first sixty (60) calendar days following the Effective Date of the Third Amendment, and subject to the rest of this Section 402, Airline may identify and remove certain portion(s) of its Exclusive Use Space from its Leased Premises by providing written notice to the City. Such portion(s) may not exceed ten percent (10%) of the area of the Airline’s total Leased Premises. Any space removed from Airline’s Leased Premises under this Section 402 must be marketable and usable by the City or another airline operating at the Airport..”

Section 5. No Approval of Full Consolidated Terminal

Nothing in this Third Amendment shall be interpreted as Airline’s approval of the construction of the Consolidated Terminal Program or authorization of the full Airport Modernization Program and shall only be interpreted as Airline’s approval of the Third Amendment Projects which are component parts of the CTP and Program. Notwithstanding the foregoing to the contrary, the City may commence and undertake the full Program if the conditions set forth in Section 6 of the Program Governance Management Plan (**Exhibit Z**) are satisfied. Provided that the Signatory Airlines have not elected to trigger an Off-Ramp in accordance with **Exhibit Z**, the parties agree to negotiate in good faith to enter into either a new airport use and lease agreement or a Fourth Amendment to the Agreement which shall provide for the construction approval and recovery of stated future construction costs associated with the CTP and a project governance structure in a form substantially similar to **Exhibit Z**. The parties intend that any such new airport use and lease agreement or Fourth Amendment to this Agreement shall contain an agreed-upon Target CTP Cost based upon, at a minimum, achievement of the 60% CTP Design Benchmark.

Section 6. Effective Date; All Other Terms

This Third Amendment shall become effective on the date when the City has received executed copies of the Third Amendment from a Majority-in-Interest of the Signatory Airlines (“Effective Date”), and the City shall provide written notice to all Airlines of such Effective Date at the appropriate time. An Airline which does not execute and return this Third Amendment prior to the Effective Date shall continue to be bound by all of the terms and conditions of the Agreement, as amended by the Second Amendment, until the earlier of: (a) the date Airline executes and returns this Third Amendment, at which time such Airline shall be bound by this Third Amendment as of the Effective Date, or (b) July 1, 2025 (i.e., the expiration of the Second Amendment), at which time the Airline shall be a Non-Signatory Airline.

All other terms, covenants, conditions, and provisions of the Agreement, not inconsistent with this Third Amendment, are hereby ratified and remain in full force and effect.

[Signature pages follow.]

[AIRLINE]

BY:

Title: Date

ATTESTED TO:

BY:

Title: Date

Exhibit Y
Project List Authorized under the Third Amendment

Project Name	Estimated Project Cost (2022 Dollars)	Estimated Project Cost (Escalated YO E Dollars)	ESTIMATED YO E ESCALATED COSTS ^{1/2/}		
			2025	2026	2027
Facility Condition Assessment Projects	\$ 50,000,000	\$ 55,294,971	\$ 17,948,177	\$ 18,253,716	\$ 19,093,078
<i>Baggage Handling</i>	\$ 4,527,049	\$ 4,952,013	\$ 1,625,045	\$ 1,652,709	\$ 1,674,259
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 4,952,013	\$ 1,625,045	\$ 1,652,709	\$ 1,674,259
<i>Elevators and Escalators</i>	\$ 1,834,055	\$ 2,006,223	\$ 658,359	\$ 669,567	\$ 678,297
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 2,006,223	\$ 658,359	\$ 669,567	\$ 678,297
<i>Electrical Power Equipment</i>	\$ 2,097,013	\$ 2,293,864	\$ 752,751	\$ 765,565	\$ 775,547
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 2,293,864	\$ 752,751	\$ 765,565	\$ 775,547
<i>General Lighting</i>	\$ 170,049	\$ 186,012	\$ 61,041	\$ 62,081	\$ 62,890
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 186,012	\$ 61,041	\$ 62,081	\$ 62,890
Climate Control	\$ 2,337,788	\$ 2,557,187	\$ 839,163	\$ 853,448	\$ 864,576
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 2,557,187	\$ 839,163	\$ 853,448	\$ 864,576
<i>Fire Protection</i>	\$ 155,154	\$ 169,719	\$ 55,695	\$ 56,643	\$ 57,381
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 169,719	\$ 55,695	\$ 56,643	\$ 57,381
<i>Piping and Insulation</i>	\$ 710,786	\$ 777,510	\$ 255,147	\$ 259,490	\$ 262,874
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 777,510	\$ 255,147	\$ 259,490	\$ 262,874
<i>Roof</i>	\$ 2,170,819	\$ 2,374,598	\$ 779,245	\$ 792,510	\$ 802,843
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 2,374,598	\$ 779,245	\$ 792,510	\$ 802,843
<i>Interiors</i>	\$ 180,837	\$ 799,164	\$ 64,914	\$ 66,019	\$ 668,231
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 799,164	\$ 64,914	\$ 66,019	\$ 668,231
Total		\$ 799,164	\$ 64,914	\$ 66,019	\$ 668,231

Exhibit Y
Project List Authorized under the Third Amendment

Project Name	Estimated Project Cost (2022 Dollars)	Estimated Project Cost (Escalated YOY Dollars)	ESTIMATED YOY ESCALATED COSTS ^{1/2/}		
			2025	2026	2027
<i>Plumbing</i>	\$ 16,709	\$ 18,279	\$ 5,998	\$ 6,100	\$ 6,180
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 18,279	\$ 5,998	\$ 6,100	\$ 6,180
<i>Terminal 1 Garage</i>	\$ 10,025,257	\$ 10,966,351	\$ 3,598,701	\$ 3,659,963	\$ 3,707,686
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 10,966,351	\$ 3,598,701	\$ 3,659,963	\$ 3,707,686
<i>Terminal 2 Garage</i>	\$ 1,505,326	\$ 1,646,633	\$ 540,357	\$ 549,555	\$ 556,721
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 1,646,633	\$ 540,357	\$ 549,555	\$ 556,721
<i>Roadways and Bridges</i>	\$ 6,412,829	\$ 7,014,818	\$ 2,301,972	\$ 2,341,160	\$ 2,371,686
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 7,014,818	\$ 2,301,972	\$ 2,341,160	\$ 2,371,686
<i>Structural Repairs</i>	\$ 3,502,644	\$ 3,831,446	\$ 1,257,321	\$ 1,278,725	\$ 1,295,399
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 3,831,446	\$ 1,257,321	\$ 1,278,725	\$ 1,295,399
<i>Stormwater Pumps</i>	\$ 55,283	\$ 60,474	\$ 19,845	\$ 20,183	\$ 20,446
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 60,474	\$ 19,845	\$ 20,183	\$ 20,446
<i>Low Voltage Systems</i>	\$ 4,245,719	\$ 4,644,276	\$ 1,524,059	\$ 1,550,003	\$ 1,570,214
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 4,644,276	\$ 1,524,059	\$ 1,550,003	\$ 1,570,214
<i>Information Technology</i>	\$ 3,816,055	\$ 4,174,276	\$ 1,369,824	\$ 1,393,143	\$ 1,411,309
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 4,174,276	\$ 1,369,824	\$ 1,393,143	\$ 1,411,309
<i>Security Systems</i>	\$ 6,236,678	\$ 6,822,131	\$ 2,238,740	\$ 2,276,851	\$ 2,306,539
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 6,822,131	\$ 2,238,740	\$ 2,276,851	\$ 2,306,539

Exhibit Y
Project List Authorized under the Third Amendment

Project Name	Estimated Project Cost (2022 Dollars)	Estimated Project Cost (Escalated YOY Dollars)	ESTIMATED YOY ESCALATED COSTS ^{1/2/}		
			2025	2026	2027
Program Management	\$ 14,000,000	\$ 15,447,366		\$ 6,571,338	\$ 8,876,029
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 4,347,000 \$ 11,100,366 \$ 15,447,366		\$ 4,347,000 \$ 2,224,338 \$ 6,571,338	\$ 8,876,029 \$ 8,876,029 \$ 8,876,029
Construction Management at Risk (CMAR) and/or Executive Program Management (EPM)	\$ 9,600,000	\$ 10,527,265	\$ 2,584,538	\$ 3,504,713	\$ 4,438,014
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 10,527,265 \$ 10,527,265	\$ 2,584,538 \$ 2,584,538	\$ 3,504,713 \$ 3,504,713	\$ 4,438,014 \$ 4,438,014
Design/Construction of Enabling Projects	\$ 179,200,000	\$ 195,600,433	\$ 64,750,285	\$ 66,980,187	\$ 63,869,951
<i>Consolidated Terminal Phase 0</i>	\$ 103,800,000	\$ 113,056,204	\$ 39,269,708	\$ 39,647,071	\$ 34,139,425
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 113,056,204 \$ 113,056,204	\$ 39,269,708 \$ 39,269,708	\$ 39,647,071 \$ 39,647,071	\$ 34,139,425 \$ 34,139,425
<i>Demolish Jet Linx Hangar</i>	\$ 2,700,000	\$ 3,000,000	\$ -	\$ 3,000,000	\$ -
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 3,000,000 \$ 3,000,000	\$ - \$ -	\$ 3,000,000 \$ 3,000,000	\$ - \$ -
<i>Construct Coldwater Creek Culvert and the Sierra / Charlie Apron Infill</i>	\$ 4,800,000	\$ 5,169,075	\$ 5,169,075		
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 1,292,269 \$ 3,876,806 \$ 5,169,075	\$ 1,292,269 \$ 3,876,806 \$ 5,169,075	\$ -	\$ -
<i>Relocate Airline Service Building</i>	\$ 19,500,000	\$ 21,151,296	\$ 12,074,636	\$ 9,076,660	
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 21,151,296 \$ 21,151,296	\$ 12,074,636 \$ 12,074,636	\$ 9,076,660 \$ 9,076,660	\$ -
<i>Fuel Consortium</i>	\$ 13,300,000	\$ 14,523,767	\$ 5,669,380	\$ 4,673,408	\$ 4,180,979
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 14,523,767 \$ 14,523,767	\$ 5,669,380 \$ 5,669,380	\$ 4,673,408 \$ 4,673,408	\$ 4,180,979 \$ 4,180,979
<i>Main Building Maintenance</i>	\$ 27,500,000	\$ 30,311,828	\$ 2,567,486	\$ 9,338,601	\$ 18,405,740
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 30,311,828 \$ 30,311,828	\$ 2,567,486 \$ 2,567,486	\$ 9,338,601 \$ 9,338,601	\$ 18,405,740 \$ 18,405,740
<i>CRDF/ HMS Commissary</i>	\$ 7,600,000	\$ 8,388,263		\$ 1,244,447	\$ 7,143,816
AIP - Entitlement AIP - Discretionary BIL Grant (ATP) PAYGO PFC ADF GARB-AMT GARB-NON-AMT Total		\$ 8,388,263 \$ 8,388,263	\$ - \$ -	\$ 1,244,447 \$ 1,244,447	\$ 7,143,816 \$ 7,143,816
Total		\$ 8,388,263	\$ -	\$ 1,244,447	\$ 7,143,816

Exhibit Y
Project List Authorized under the Third Amendment

Project Name	Estimated Project Cost (2022 Dollars)	Estimated Project Cost (Escalated YOY Dollars)	ESTIMATED YOY ESCALATED COSTS ^{1/2/}		
			2025	2026	2027
CTP Design	\$ 273,000,000	\$ 295,667,763	\$ 176,200,844	\$ 119,466,919	
CTP Phase 1 - West	\$ 123,585,000	\$ 133,993,768	\$ 79,852,517	\$ 54,141,251	
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)		\$ 112,558	\$ 112,558		
PAYGO PFC					
ADF		\$ 3,395,414		\$ 3,395,414	
GARB-AMT					
GARB-NON-AMT		\$ 130,485,795	\$ 79,739,959	\$ 50,745,837	
Total		\$ 133,993,768	\$ 79,852,517	\$ 54,141,251	\$ -
CTP Phase 2 - East	\$ 111,375,000	\$ 120,755,398	\$ 71,963,216	\$ 48,792,182	
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)					
PAYGO PFC					
ADF					
GARB-AMT					
GARB-NON-AMT		\$ 120,755,398	\$ 71,963,216	\$ 48,792,182	
Total		\$ 120,755,398	\$ 71,963,216	\$ 48,792,182	\$ -
CTP Phase 3 - East Processor	\$ 37,740,000	\$ 40,918,597	\$ 24,385,111	\$ 16,533,486	
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)					
PAYGO PFC					
ADF					
GARB-AMT					
GARB-NON-AMT		\$ 40,918,597	\$ 24,385,111	\$ 16,533,486	
Total		\$ 40,918,597	\$ 24,385,111	\$ 16,533,486	\$ -
Demolition of Concourses A and B	\$ 10,000,000	\$ 11,095,036			\$ 11,095,036
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)					
PAYGO PFC					
ADF					
GARB-AMT					
GARB-NON-AMT		\$ 11,095,036			\$ 11,095,036
Total		\$ 11,095,036	\$ -	\$ -	\$ 11,095,036
Design of Landside Roadways & Parking Garage	\$ 61,400,000	\$ 66,678,456	\$ 33,057,850	\$ 33,620,606	
New Landside Roadways	\$ 12,495,000	\$ 13,570,280	\$ 6,727,874	\$ 6,842,405	
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)					
PAYGO PFC		\$ 5,797,914	\$ 2,874,490	\$ 2,923,424	
ADF					
GARB-AMT					
GARB-NON-AMT		\$ 7,772,365	\$ 3,853,384	\$ 3,918,982	
Total		\$ 13,570,280	\$ 6,727,874	\$ 6,842,405	\$ -
New Parking Garage & GTC	\$ 48,900,000	\$ 53,108,177	\$ 26,329,976	\$ 26,778,201	
AIP - Entitlement					
AIP - Discretionary					
BILL Grant (ATP)					
PAYGO PFC					
ADF					
GARB-AMT					
GARB-NON-AMT		\$ 53,108,177	\$ 26,329,976	\$ 26,778,201	
Total		\$ 53,108,177	\$ 26,329,976	\$ 26,778,201	\$ -
GRAND TOTAL	\$ 597,200,000	\$ 650,311,292	\$ 294,541,694	\$ 248,397,480	\$ 107,372,118
AIP - Entitlement			\$ -	\$ -	\$ -
AIP - Discretionary			\$ -	\$ -	\$ -
BILL Grant (ATP)		\$ 4,459,558	\$ 112,558	\$ 4,347,000	\$ -
PAYGO PFC		\$ 7,090,183	\$ 4,166,759	\$ 2,923,424	\$ -
ADF		\$ 5,406,571	\$ 462,640	\$ 3,865,930	\$ 1,078,001
GARB-AMT		\$ 167,134,348	\$ 59,315,696	\$ 59,982,745	\$ 47,835,907
GARB-NON-AMT		\$ 466,220,632	\$ 230,484,041	\$ 177,278,381	\$ 58,458,210
Total (Rounded)		\$ 650,400,000	\$ 294,600,000	\$ 248,400,000	\$ 107,400,000

Notes:
^{1/} The Master Plan inflation factors applied to the 2022 capital project costs were based on projected CPI data from 2022, as follows:
^{2/} YOY = Year of Expenditure

	2025	2026	2027
	2.50%	2.30%	2.10%

EXHIBIT Z

Program Governance Management Plan

This Program Governance Management Plan establishes the roles of various stakeholders, approvals, and levels of escalation for the St. Louis Lambert International Airport Third Amendment Projects and, if authorized as set forth herein, the full Airport Modernization Program. Each Team and/or Committee shall incorporate established methods and techniques to control scope, schedule, budget, and quality in their work on the Program. This Program Governance Management Plan and the Third Amendment Projects Governance Management Structure (Attachment 1) are designed to focus responsibility on functional assignments that drive the Program forward, maintain communication among the Signatory Airlines and other stakeholders, and streamline reporting to identify and isolate potential issues before they become problems. All capitalized terms used throughout this plan are defined in “Section 101. Meanings and Construction” of the Airport Use and Lease Agreement, as amended.

1. Airport Modernization Program; Overview

The City has evaluated and recommended an Airport Modernization Program to modernize and consolidate the existing separate terminal facilities, associated roadways, and support buildings to address the significant ongoing and anticipated changes in demand, usage, and function since the existing terminals and airside concourses were originally constructed. The City and the Signatory Airlines acknowledge that at the time of execution of the Third Amendment, the design of the Program is at less than five percent (5%) of final design. The intent of the Third Amendment and this Program Governance Management Plan is to provide for phased implementation and funding of the Third Amendment Projects, as more specifically set forth on **Exhibit Y**. In addition to these projects, the Third Amendment also provides funding for professional and consulting services necessary to implement the same, as well as eventual authorization of the full Program if approved pursuant to the terms as set forth in Section 6, below. The Third Amendment and this Program Governance Management Plan are intended to provide for meaningful coordination between the City and the Signatory Airlines, as well as opportunities for the Signatory Airlines to exercise input and other rights as described herein, over implementation and financing of the Third Amendment Projects.

As more specifically set forth herein, the City will closely coordinate and collaborate with the Signatory Airlines and their selected and retained Airline Technical Representative (“ATR”) in developing the design of the CTP and execution of the other Third Amendment Projects. The City expects to retain an Executive Program Manager (“EPM”), as well as a Program Manager (“PM”) and one or more Construction Managers – At Risk (“CMAR”), to coordinate the Program with other capital projects being undertaken at the Airport. Funding for two years of EPM and PM services, along with the MII Projects, was authorized in September 2023 by a Majority-In-Interest approval vote, conducted pursuant to Section 703 of the Agreement. The City expects initially to fund

the services of the EPM through its operational budget. Funding for CMAR(s), as well as additional EPM and PM services, are expected to be funded as set forth in Section 4, Proposed Third Amendment Project Staging, below. Finally, all procurement processes will be managed through City-established processes, in coordination with the Board of Public Service, to ensure compliance with applicable Federal, State, and City laws, rules, and regulations.

2. Duties of the Airline Consultant(s)

The ATR will be selected by the Signatory Airlines. The ATR serves as the representative of the Signatory Airlines and expressly owes a duty of loyalty to the Signatory Airlines. The ATR's scope of work, fees and charges must be negotiated and authorized by the Signatory Airlines, who shall share the same with the City. The ATR's fees will be paid through a subcontracting arrangement with the Program Manager, and will be charged to the Program; the City shall not withhold payment for authorized and appropriated fees related to services rendered by the ATR.

As more specifically set forth herein, the City will include the ATR in the development and implementation of the Third Amendment Projects, design of the CTP, and implementation of the Program to the extent authorized by the Signatory Airlines, and the ATR will communicate with the Signatory Airlines throughout the Term. The ATR shall serve as a voting member at each level of the governance structure and provide input to the PM on all Third Amendment Projects and, if authorized, the full Program. In addition, the ATR shall serve as the liaison for the Signatory Airlines by regularly consulting with all of the Signatory Airlines, providing routine updates on the process and progress of the various Third Amendment Projects, collecting and coordinating Signatory Airlines' comments, and providing other services as requested by the Signatory Airlines.

The ATR shall have access to and will review the CTP plans and specifications as they are developed, which shall include each Design Benchmark. The ATR shall also have access to plans and specifications for Third Amendment Projects, procurement activities, contracts, monthly invoices, proposed scope changes, cost proposals, schedules and similar or related items for all project consultants, contractors, and vendors. The ATR shall also have access to and will actively monitor project activities and communications, including but not limited to requests for information (RFIs) and supplemental drawings. The ATR shall participate in project meetings related to scope, schedule, and budget of the Third Amendment Projects and the full Program, if authorized, in order to collaborate with the Program Controls Group and Project Team to prepare and present a monthly Airline Management Report to the Signatory Airlines.

The ATR shall prepare, with assistance as necessary from the Program Controls Group and Project Team, a monthly Airline Management Report. Such report will, without limitation, highlight established baseline schedule or scope variances for the Third Amendment Projects and any later-authorized projects, discuss change review and approval requirements, and recommend further investigations and/or remedies as may be

necessary or appropriate. A key objective of the monthly Airline Management Report will be to anticipate and forecast schedule and budget risks, with a focus on the potential for the Program costs to exceed the Approved Third Amendment Cost and Target CTP Cost, and to streamline the Signatory Airlines' participation in mitigating any such potential cost increases.

3. Program Governance

In order to mitigate potential construction risk of the Third Amendment Projects (and the Program, if the City ultimately proceeds with construction of the full Program) and make informed decisions throughout design of the CTP and the remainder of the Program and execution of the Third Amendment Projects, a governance committee structure is hereby established to aid in obtaining Signatory Airline support and approval of design; to monitor cost, budget, funding, contracts, and their changes; to meet regulatory and statutory compliance standards; to receive and evaluate input from the Signatory Airlines; to document reporting processes and generate information for decision-making; to demonstrate the City's and the Signatory Airlines' involvement in the day-to-day management of capital programs; and to provide accountability and transparency. The Third Amendment Projects shall be governed through a four-part structure, shown graphically on Attachment 1, which begins at "Level 0," and escalates to higher levels based upon the dollar value of such decisions and/or the inability to resolve disputes of the tier below to escalate to higher-level decision-makers. All Third Amendment Project design and construction contracts, change orders, and uses of contingency must be endorsed by the applicable tier of the Program's governance team prior to submitting for approval to the appropriate City or Airport official or governing body.

Level 0 Decision Making: Program Controls Group & Project Team

The Project Team ("PT"), with support from the Program Controls Group ("PCG"), shall provide the necessary day-to-day management and coordination to execute the Third Amendment Projects and, if undertaken, the full Program. In general, the PCG manages and coordinates certain procurement functions, while the PT implements day-to-day execution of the Third Amendment Projects.

- Membership – Program Controls Group

The PCG will consist of Airport staff and the ATR, and may also include designated City staff, Program Manager, Construction Manager(s)-at Risk where appropriate, and the EPM. The PCG shall have no primary decision-making responsibilities and no power to approve contract changes or other expenditures. Rather, the PCG shall support the PT to facilitate the financial aspects of the Program elements and their respective contracts, and review the issuance of contracts, agreements, and contract changes for compliance and necessary approvals. All contracts, agreements, and procurements must follow the City Code of Ordinances, as potentially amended by an ordinance authorizing the use of CMAR for project delivery, utilize City procedures, and follow the procedures of the Board of Public Service.

Program Controls Group Responsibilities:

- Meet regularly, on at least a weekly basis.
- Make recommendations to the PT, and may also provide recommendations to Selection Committee(s), CMAR(s) and/or Program Manager(s) regarding bid packages, proposals, and statements of qualification; however, the ultimate authority to select a contractor or CMAR shall lie with the City.
- Develop a process flowchart and schedule for each procurement package of the Third Amendment Projects and, if undertaken, the Program, and provide the same to Program stakeholders, including but not limited to Airport staff, the ATR (which shall provide same to the Signatory Airlines), the Board of Public Service, the City's Comptroller, and other City agencies as necessary.
- Draft reports and provide briefings to key stakeholders on procurement progress.
- Review the SFBs, RFPs, RFQs, quotations, and bids, including the issuance of addenda when needed.
- Monitor and assist with the preparation of contract documents.
- Monitor and assist with bid advertising, bid conferences, proponent interviews, and bid evaluations.
- Monitor and analyze change orders of the Third Amendment Projects (and if undertaken, the Program) for the PT and the Program Management Leadership Team ("PMLT"), and provide recommended actions on the same.
- Review and comment on Third Amendment Project bid packages. If warranted, investigate such packages further, and make recommendations to the PT regarding whether to reject, rebid, or accept such bid packages.
- Monitor MBE and WBE participation on all contracts, ensuring certified prime and subcontractors have a substantive stake in the Third Amendment Projects.
- Coordinate with various City Departments, as necessary.
- Monitor and review all Third Amendment Project (and if undertaken, Program) work for scope, budget, and schedule variances.
- Facilitate collection of all communications and records.
- Facilitate collection of all contract documents for the Third Amendment Projects (and if undertaken, the Program).
- Facilitate collection and payment of invoices, requests for reimbursement, and purchase orders for the Third Amendment Projects (and if undertaken, the Program), as needed.
- Monitor contract spending and invoices, advising the PT and PMLT if and when spending under any contract approaches any not to exceed (NTE) thresholds.
- Review contract changes to ensure compliance with overall guidelines and contract standards.
- Prepare and provide timely and accurate Program status reports to the PT.
- Assist the ATR as necessary with preparation of the monthly Airline Management Report.
- Maintain Program data and record keeping, quality control, and validation.

- **Membership & Decision-Making – Project Team**

The PT is the initial decision-making tier of the program governance team, and it consists of the Airport Assistant Director of Planning and Engineering (“AADPE”), or other designee of the AADPE, and an ATR representative, who shall review, analyze, and recommend approval or disapproval of all CTP design elements that are presented to the PMLT. The AADPE and ATR will at all times have the authority to provide binding guidance and consents on behalf of the City and Signatory Airlines, respectively, and they shall have authority to endorse contracts and change orders that do not exceed 5%, cumulatively, of each individual contract. However, any such contract or change order must be approved by both the AADPE and the ATR. Other non-voting PT members shall include designated Airport and City staff, Program Manager staff, and CMAR staff.

The PT will be responsible for the day-to-day execution of the Third Amendment Projects, coordination of project impacts with stakeholders, including Signatory Airlines, and will seek to advance the Third Amendment Projects in a timely and cost-effective manner. The PT shall also manage the scope, schedule, and budget of the Third Amendment Projects. The PT shall hold project-level meetings at least weekly and more frequently as required to advance the Program in a timely manner, undertake design reviews, provide construction impact management, review change orders, perform other project management duties, and coordinate with the Signatory Airlines and all other airlines operating at the Airport. Any unresolved issues or contract changes exceeding 5% will be escalated to the PMLT.

Project Team Responsibilities: The PT will participate in the Program recommendations process, provided that the PT may, in its discretion, invite additional participants as it deems necessary to provide additional advice and guidance to obtain the appropriate input on specific matters considered by the PT. In addition, the PT has the following responsibilities:

- Provide support and guidance to the PMLT, and act as the technical representative of the Third Amendment Projects.
- Establish clear lines of responsibility, authority, and communication to engender a spirit of teamwork among the stakeholders.
- Develop design of the CTP to minimize Program impacts on Airport operations, Signatory Airlines and other airlines, and other tenants.
- Coordinate the Third Amendment Projects with other on-going projects in and around the Airport.
- Continuously coordinate the Third Amendment Projects with stakeholders and provide updates at key decision points.
- Prepare and submit necessary documents to the PMLT.
- Establish and review baselines, scope, cost estimates, and schedules.

- Coordinate proper review and approval by the PMLT, as appropriate, before Third Amendment Projects contracts for services or construction are developed and executed.
- Review performance of consultants and contractors providing services for the Third Amendment Projects and review quality standards.
- Coordinate both internal and external interfaces with respect to the Third Amendment Projects, identify any issues, and obtain resolution.
- Direct the value engineering exercises for the Third Amendment Projects as necessary to satisfy the required function at the lowest cost consistent with performance, reliability, and maintainability requirements.
- Review all deviations from the established Third Amendment Projects baseline.
- Review all packages of work.
- Other duties as necessary and prudent, as determined by Airport leadership.

Level 1 Decision Making: Project Management Leadership Team

The PMLT manages issues related to Third Amendment Project decisions, budget variances, and Signatory Airline input and resolution of issues. Decisions at this level have a higher impact on the overall Third Amendment Projects budget and require unanimous consent of all three members. The PMLT shall also have the obligation to review CTP design at each Design Benchmark, and preliminarily approve or disapprove such submissions. Disapproved submittals will be returned, along with the PMLT’s reasons for such disapproval, to the Design Team for revision, while approved submittals will be provided to the Oversight Committee (“OC”) for review and the Executive Steering Committee (“ESC”) for final approval.

- **Membership and Decision-Making** – The PMLT shall consist of the Airport Deputy Director of Planning and Development (“ADDPD”), the City’s PM, and an ATR representative. The PMLT is empowered to approve contract changes that exceed 5% but are less than 10%, cumulatively, of each individual contract. The PMLT shall also resolve all issues unresolved and escalated by the Project Team. The PMLT shall review CTP design at each Design Benchmarks, and preliminarily approve/disapprove such submissions. All decisions and approvals of the PMLT must be unanimous; any unresolved issues or contract changes exceeding 10% are escalated to the OC.
- **Project Management Leadership Team Responsibilities:** The PMLT will oversee the PT and PCG, have involvement in the procurement process at all levels, and provide preliminary design approval at each Design Benchmark. Specific PMLT responsibilities include:
 - Meet regularly (at least weekly) to resolve items requiring unanimous consent.
 - Review bid packages prior to publication.
 - Review and advise on recommended bid awards.

- Review subcontractor awards.
- Review and recommend action on major decisions in scheduling delays and/or budget variances.
- Review and approve, as appropriate, change orders between 5% and 10%, cumulatively, of each individual contract.
- Review claims and approve settlements.
- Review and approve (or disapprove and return) CTP design at each Design Benchmark stage.
- Following each Design Benchmark preliminary approval, the PMLT shall provide notice and a summary of the design and Program status to the Oversight and Executive Steering Committees, as well as to all Signatory Airlines, within 1 week of approval.
- Review and approve overall schedule, scope and budget for consistency with baseline.
- Recommend corrective action for any part of the Third Amendment Project design that deviates materially from its schedule, scope or budget.
- Render decisions on all unresolved Level 0 Issues.
- Other duties as necessary and prudent, as determined by Airport leadership.

Level 2 Decision Making: Oversight Committee

The OC will meet as needed to address higher-level issues, set policy, and provide Program oversight. The OC is empowered to approve all contract changes that exceed 10% but are less than 20%, cumulatively, of each individual contract. The OC also has authority to act on unresolved Level 1 issues, set Third Amendment Project policy, establish financial models and budgets, and provide general oversight to the Third Amendment Projects.

- **Membership and Decision-Making:** the OC shall consist of the ADDPD, the Airport Deputy Director of Operations (“ADDO”), the Airport Deputy Director of Finance & Administration (“ADDFa”), the AAAC Chair, and an ATR representative. The OC is tasked with resolving all unresolved issues escalated from Level 1, and is empowered to approve any contract changes that exceed 10% but are less than 20%, cumulatively, of each individual contract. All decisions must be unanimous, and all unresolved issues and contract changes exceeding 20% are escalated to the ESC.
- **Oversight Committee Responsibilities:** The OC provides oversight, review, and approval at critical decision-making stages, establishes and refines budgets, sets policy, and mitigates risks to the Program as a whole.
 - Meet at least monthly, and more frequently as necessary to ensure the Program proceeds in a timely manner, and approve any changes to all threshold issues raised at the OC level and/or unresolved Level 1 issues.

- Set Third Amendment Project policy, provide Third Amendment Project oversight, and provide overall Third Amendment Project review and approval, subject to ESC's oversight.
- Establish a policy defining implementation, use, and approvals required for use of contingency funds.
- Establish the financial models, coordinate debt issuances, ensure adequate funding is available for Third Amendment Project elements, and update the Signatory Airlines on significant budgetary impacts.
- Review and approve the Third Amendment Projects' scope, cost, and schedule.
- Review and resolve issues in a timely manner to maintain schedule and achieve Third Amendment Project goals.
- Review weekly, monthly, and quarterly Third Amendment Project reports.
- Review financial controls, recommendations, and reports for the Third Amendment Projects.
- Review and recommend corrective action for any part of the CTP design that deviates materially from its baseline scope.
- Review and approve any proposed changes to the Target CTP Cost.
- Maintain controls to mitigate risks that are not managed through lower-level decision makers.
- Render unanimous decisions on all unresolved Level 1 issues.
- Escalate any unresolved Level 2 issues to the ESC.
- Other duties as necessary and prudent, as determined by Airport leadership.

Level 3 Decision Making: Executive Steering Committee

The ESC meets as needed to address overarching Third Amendment Project and Program goals and needs. The ESC consists of the Airport Director, the ADDPD, the ADDO, the ADDFA, the AAAC Chair, and two ATR representatives, representing the highest level of decision-making at the Airport and with the Signatory Airlines. The ESC manages necessary communications with internal and external stakeholders throughout the Third Amendment Projects and may approve contract changes that exceed the OC's approval authority. The ESC also has final approval for each Design Benchmark, subject to the Program MII provisions as set forth in Section 5 below. The ESC shall also determine how to address any change to the CTP that would modify or conflict with the parameters and description of the CTP enumerated in Section 7 below.

- **Membership and Decision Making:** the ESC shall consist of the Airport Director, the ADDPD, the ADDO, the ADDFA, two ATR representatives, and the AAAC Chair. The ESC has final approval over each Design Benchmark, subject to the Program MII provisions. Additionally, the ESC is empowered to approve contract changes in excess of the OC's approval authority, which includes changes in excess of 20%, cumulatively, on each individual contract.
 - All decisions require a majority, rather than unanimous, vote to pass.

- Any majority vote of the ESC can be overridden if the Chair of the AAAC or three (3) Signatory Airlines invokes the Program MII process within 30 calendar days of the vote, and such Program MII vote overturns the ESC decision as provided in Section 5 hereof. In the event an ESC vote is overridden, the issue will be passed down for reevaluation and consideration of alternate solutions by the PMLT.

ESC responsibilities:

- Meet at least monthly.
- Align decision-making with strategic plans.
- Provide final approval for each Design Benchmark
- Coordinate with Airport staff and other committees.
- Communicate with internal & external stakeholders, including Signatory Airlines and other airlines serving the Airport.
- Make recommendations for any and all City approvals.
- Address and approve any major schedule changes.
- Oversee this Program Governance Management Plan.
- Review and consider for approval any contract changes in excess of 20%, cumulatively, for each Third Amendment Project contract.
- Render decisions on all unresolved Level 2 issues.
- Other duties as necessary and prudent, as determined by Airport leadership.

4. Proposed Third Amendment Project Staging

In an effort to provide all parties with meaningful information and decisional points throughout the implementation of the Third Amendment Projects, a staged approach shall be utilized. The staged plan, shown graphically on Attachment 2, will distribute the authorized expenditures and implementation of these Third Amendment Project elements over the course of three stages. All costs shown below have been escalated from those reflected in the Airport's 2022 Master Plan, based upon the 2022 Consumer Price Index. The Signatory Airlines and City acknowledge that changes in authorized expenditures are expected due to typical market conditions and/or inflation. Any additional funding needed to accommodate such market fluctuations will be managed in accordance with the procedures set forth in this Program Governance Management Plan.

Subject to Section 5 below, authorized expenditures for each stage will be considered approved after the ESC renders final approval of such CTP Design Benchmark. No design or construction work already in progress will be stopped during this ESC approval process, unless or until an Off-Ramp is triggered as described in Section 5 below. Following final ESC approval of the 90% Phase I Design Benchmark, implementation of the full Program shall be governed by Section 6 below. If the full Program is authorized as provided in Section 6 below, the City may proceed with the full Program, and the contingent authorizations set forth this Section 4 will be fully authorized.

Subject to the provisions of Sections 5 and 6 below, authorized expenditures (expressed in escalated dollars), and any conditions for their authorization, are as follows:

- **Stage A:** By executing the Third Amendment, the Signatory Airlines and City agree to authorize funding, not to exceed \$ 306,800,000, under **Stage A** as follows:
 - CTP Design up to 30% completion
 - Authorized Funds: \$88,700,000
 - CTP Design up to 60% completion
 - Authorized Funds: \$ 88,700,000
 - Landside Roadway and Parking Garage Projects design costs, up to fifty percent (50%) completion
 - Authorized Funds: \$ 33,350,000
 - Third Amendment Projects design costs, up to 66% completion
 - Authorized Funds: \$ 19,600,000
 - Construction costs for Third Amendment Projects, up to 33% completion
 - Authorized Funds: \$ 55,420,000
 - CMAR professional services
 - Authorized Funds: \$ 2,600,000
 - Facility Condition Assessment Projects, up to 33% completion
 - Authorized Funds: \$ 18,430,000.

- **Stage B:** Upon final approval by the ESC of the 60% CTP Design Benchmark, the Signatory Airlines and City agree to move to **Stage B**. The City and the Signatory Airlines authorize funding, not to exceed \$ \$245,320,000, under **Stage B** as follows:
 - CTP Design up to 90% completion,
 - Authorized Funds: \$88,700,000
 - CTP Design up to 100% completion (conditional on authorization of full Program)
 - Authorized Funds: \$ 29,600,000
 - Third Amendment Projects design costs, up to 100% completion
 - Authorized Funds: \$ 9,740,000
 - Landside Roadway and Parking Garage Projects design costs, up to 100% completion
 - Authorized Funds: \$33,350,000
 - Construction costs for Third Amendment Projects, up to 66% completion
 - Authorized Funds: \$ 55,420,000
 - CMAR and/or EPM professional services
 - Authorized Funds: \$ 3,500,000
 - PM professional services
 - Authorized Funds: \$6,580,000

- Facility Condition Assessment Projects, up to 66% completion
 - Authorized Funds: \$ 18,430,000.
- **Stage C:** Upon final approval by the ESC of the 90% CTP Phase 1 Design Benchmark, the Signatory Airlines and City agree to move to **Stage C**. The City and the Signatory Airlines authorize funding, not to exceed \$ 98,280,000, under **Stage C** as follows:
 - Construction costs for Third Amendment Projects, up to 100% completion
 - Authorized Funds: \$ 55,420,000
 - PM professional services
 - Authorized Funds: \$ 8,880,000
 - CMAR and/or EPM professional services
 - Authorized Funds: \$ 4,440,000
 - Facility Condition Assessment Projects, up to 100% completion
 - Authorized Funds: \$ 18,440,000
 - Terminal 1, Concourses A and B demolition costs (conditional on authorization of full Program)
 - Authorized Funds: \$ 11,100,000

5. Program MII Vote and Program Off-Ramps

Consistent with the current Airline Use and Lease Agreement, a Majority in Interest (“MII”) means those Signatory Airlines that: (i) represent no less than 50% plus one in number of the Signatory Airlines operating at the Airport at the time of the voting action, and (ii) have paid no less than 66.67% of the total aggregate Rents, Fees, and Charges paid by all Signatory Airlines operating at the Airport during the immediately preceding Fiscal Year. Each Signatory Airline shall have one vote. The MII process as set forth in this Section 5 is the “Program MII” process.

A. When Available

A Program MII may take place if the Signatory Airlines wish to (i) challenge a non-unanimous decision rendered by the ESC or (ii) trigger an Off-Ramp from the Program and cease further work on the Third Amendment Projects.

B. Process

The AAAC Chair or any three Signatory Airlines may request a Program MII vote within thirty (30) calendar days of the ESC’s action to be challenged (i.e., approval of a Design Benchmark or other non-unanimous decision) by delivering written notice to the ADDFA and the Airport Director. Such Program MII vote must take place within twenty (20) calendar days thereafter.

To effectuate a vote, the AAAC Chair shall circulate ballots to all Signatory Airlines, requesting either:

- (i) approval to continue to the next stage of the Third Amendment Projects (in the case of Design Benchmark approval); or
- (ii) approval to overturn an ESC non-unanimous decision.

The Signatory Airlines shall return their votes to the AAAC Chair no later than 20 days after the vote was requested. Notwithstanding any other provision of the Agreement to the contrary, any Signatory Airline that fails to return its Program MII ballot to the AAAC Chair within twenty (20) days, that Signatory Airline shall be considered to either (i) approve continuing to the next stage of the Third Amendment Projects, or (ii) disapprove overturning the ESC's decision (i.e., approving the ESC's decision), as applicable. The AAAC Chair shall provide the ADDFA and the Airport Director written notice of the outcome of the Program MII vote, with Program MII ballots attached, within five (5) business days after the deadline for delivery of Program MII ballots.

C. Consequence of Program MII –Off-Ramps

With regard to Off-Ramps, once a Program MII is initiated, the construction of any Third Amendment Projects not already commenced will be delayed, and no additional funding will be authorized until after the vote is cast. However, in an effort to minimize scheduling impacts and excessive cost escalation, all design efforts and construction projects in process prior to the initiation of the Program MII vote will continue until and unless the AAAC Chair notifies the ADDFA and Airport Director that the result of the Program MII vote has triggered an Off-Ramp.

If a Program MII of the Signatory Airlines approves of continuing to the next stage of the Third Amendment Projects, then execution of any Third Amendment Projects authorized in that stage not yet commenced shall proceed. In the event that a Program MII of the Signatory Airlines votes not to grant approval to continue to the next stage of the Third Amendment Projects, the AAAC Chair's notice shall indicate in writing whether the Signatory Airlines wish to pursue revisions to the Program, or wish to trigger an Off-Ramp. Off-Ramps will effectively halt the Program by revoking authorizations for future expenditures towards Program advancement.

In the event an Off-Ramp is triggered, the Signatory Airlines and City shall promptly engage in good faith negotiations to establish a Capital Improvement Program ("CIP") that provides for necessary maintenance, repair, and upkeep to the existing terminals and facilities at the Airport, along with a mutually agreeable financial plan that capitalizes costs as appropriate, and otherwise incorporates in the Airline Rates Fees, and Charges any expenditure that cannot be capitalized in the course of the Airport's normal CIP.

D. Consequence of Program MII – Non-Unanimous Decision of ESC

If a Program MII vote approves the overturning of a non-unanimous decision, then the challenged non-unanimous ESC decision shall be overturned and the Signatory Airlines will collaborate with the City on an alternative course of action, which may include design or requirements changes to the Program. If a Program MII vote does not approve the overturning of the non-unanimous ESC decision being challenged, then the non-unanimous ESC decision shall stand.

6. Authorization for the full Airport Modernization Program

The full Program will be considered authorized upon (i) completion of the 90% Design Benchmark for Phase 1 of the CTP, (ii) approval of such Design Benchmark by the ESC, (iii) approval by the City of the ordinance authorizing the City's execution of a new Airline Use Agreement that provides for completion of construction and funding for the Program, *and* (iv) an MII of Signatory Airlines returning executed copies of such new Airline Use Agreement to the City.

The previous paragraph notwithstanding, if individual executed copies of the new Airline Use Agreement are returned to the City prior to the ESC's approval of the 90% Design Benchmark for Phase 1 of the CTP, they shall be held in escrow for a period of no less than thirty days following such ESC approval.

If a Program MII vote is requested to challenge the ESC's approval of the 90% Design Benchmark for Phase 1 of the CTP, the Program MII vote shall be commenced by the AAAC chair delivering written notice to the ADDFA and the Airport Director within thirty (30) days of the ESC's approval, as set forth in Section 5, above. Such Program MII vote must take place within twenty (20) calendar days following delivery of such written notice. Any executed copies of the new Airline Use Agreement held in escrow shall remain in escrow unless and until the AAAC Chair delivers notice to the Airport Director and the ADDFA that the Program MII vote did not disapprove of the ESC's decision to approve the 90% Design Benchmark for Phase 1 of the CTP, as set forth in the following paragraph.

To effectuate a vote, the AAAC Chair shall circulate ballots to all Signatory Airlines, requesting approval to overturn the ESC's decision to approve the 90% Design Benchmark for Phase 1 of the CTP. The Signatory Airlines shall return their votes to the AAAC Chair no later than 20 calendar days after the vote was requested. Notwithstanding any other provision of the Agreement to the contrary, if any Signatory Airline fails to return its Program MII ballot to the AAAC Chair within twenty (20) days, that Signatory Airline shall be considered to disapprove overturning the ESC's decision (i.e., approving the ESC's decision), thereby approving the 90% Design Benchmark for Phase 1 of the CTP. The AAAC Chair shall provide the ADDFA and the Airport Director written notice of the outcome of the Program MII vote, with Program MII ballots attached, within five (5) business days after the deadline for delivery of Program MII ballots. If no Program MII

vote is requested or the Program MII vote does not disapprove the ESC's decision to approve the 90% Design Benchmark for Phase 1 of the CTP, and conditions (i) through (iv) have been satisfied, the full Program shall be authorized and all executed copies of the new Airline Use Agreement held in escrow shall be released from escrow and fully executed by the City.

If conditions (i), (ii), and (iii) are met, yet an MII of Signatory Airlines have not returned executed copies of such new Airline Use Agreement by December 31, 2026 to the City, or if a Program MII vote disapproves the ESC's decision to approve the 90% Design Benchmark for Phase 1 of the CTP, the Program shall not be authorized, and all executed copies of the new Airline Use Agreement held in escrow will be returned to the Signatory Airlines. If the Program is not authorized, then the City and the Signatory Airlines shall promptly collaborate on an alternative course of action, which may include design or requirements changes to the Program, or negotiation of a new capital program that will replace the Program and revise the previously negotiated Airline Use Agreement to substitute such revised capital program for the Program.

Finally, if the full Program is authorized, this Program Governance Management Plan, as it may be amended by the parties as part of the new Airline Use Agreement, will be utilized to govern all remaining elements of the Program.

7. Airport Modernization Program Description

The Program is planned to include construction of a new double-loaded passenger concourse and related improvements shown conceptually on the attached plan(s) in several phases, including, among other things, the following assumptions:

- (a) A new replacement double-loaded concourse, in two primary phases (west followed by east), served by dual taxilanes with a total of up to 62 Gates with passenger loading bridges and associated holdroom space.
- (b) Appropriate concession space within the passenger concourse to serve the passengers projected to use those facilities.
- (c) A new parking garage with up to 7,200 parking spaces (up to 5-level garage), including a ground transportation center.
- (d) Reconfigured roadways on the landside that simplify navigation and provide better wayfinding connecting to I-70, both eastbound and westbound.
- (e) Relocated terminal area support facilities and related Enabling Projects to accommodate the new concourse.

The CTP will be planned and constructed in such a manner that, to the greatest extent practicable, at least 46 contact Gates and up to 10 apron-loading positions are available for use from the commencement of construction of the CTP through the Date of Beneficial Occupancy of the final phase of the CTP. The number of ground-loading positions represent current conditions but could potentially be exchanged for up to 2 ADG III gates, if needed.

Third Amendment Projects Governance Management Structure



Level 0 Issues

Project Team & Program Controls Group (PT & PCG)

Project Team

Voting Members (Unanimous):

- Airport Asst. Director, Planning & Engineering (or designee)
- ATR

Non-Voting Members: Various City/ Airport staff, Program Manager, CMAR

Responsibilities and Powers

- Day to day Program execution
- Project Meetings
- Airline Coordination
- Monitor Cost Estimates
- Drawing Reviews
- Space Use
- Reports to PMLT

Contract changes up to 5% (cumulative) per contract.

Program Controls Group

Non-Voting Members:

Executive Program Manager, Program Manager, Designated Airport Staff, Designated City (BPS) Staff, CMAR, ATR

Responsibilities

- Monitor Procurement/ Contracting timing and process
- Coordinate across City Departments as needed
- Review RFPs, RFQs, and SFBs for compliance
- Coordinate recommendations to Project Team
- Reports to PMLT

Level 1 Issues

Program Management Leadership Team (PMLT)

Program Management Leadership Team

Voting Members (Unanimous):

- Airport Deputy Director, Planning & Development
- Program Manager
- ATR

Non-Voting Members: City / Airport Staff and other consultants as appropriate, including CMAR.

Responsibilities and Powers

- Review bid packages
- Review and advise on bid awards
- Review and recommend action on major decisions in schedule delays and/or budget variances
- Review Claims/Settlements
- Review Subcontractor Awards
- Review, preliminarily approve CTP Design Benchmarks

CTP Design Benchmarks

Unresolved Level 0 Issues

Contract changes 5% - 10% (cumulative) per contract.

Level 2 Issues

Oversight Committee (OC)

Oversight Committee

Voting Members (Unanimous):

- Airport Deputy Director, Planning & Development
- Airport Deputy Director Operations
- Airport Deputy Director, Finance & Administration
- AAAC Chair
- ATR

Responsibilities and Powers

- Set Program policy and provide Program oversight
- Establish contingency funds policy
- Establish Financial Models, coordinate bond issuances, update Airlines on significant budget impacts
- Overall Program review & approval
- Review financial controls
- Review weekly/monthly/quarterly reports
- Review/Approve proposed changes to Target costs

Unresolved Level 1 Issues

Contract changes 10% -20% (cumulative) per contract.

Level 3 Issues*

Executive Steering Committee (ESC)

Executive Steering Committee

Voting Members (Majority):

- Airport Director
- Airport Deputy Director Planning & Development
- Airport Deputy Director Operations
- Airport Deputy Director Finance & Administration
- AAAC Chair
- (2) ATR

Responsibilities and Powers

- Communicate with stakeholders, internal & external
- Oversee governance structure
- Make recommendations for City approvals
- Major Schedule Changes
- Final approval of CTP Design Benchmarks

Unresolved Level 2 Issues

Contract changes in excess of 20% (cumulative) per contract.

*Certain Level 3 ESC decisions may be overturned. See the Program MII process outlined in Exhibit Z, Section 5.

Third Amendment Project Staging



STAGE A Approval / Authorization

- 1) CTP Design to 30% - \$88.7M
- 2) CTP Design to 60% - \$88.7M
- 3) Design of 2/3rd of Enabling Projects - \$19.6M
- 4) Construction of 1/3rd of Enabling Projects (1 of 3) - \$55.42M
- 5) Design of Landside Roadways & Parking Garage to 50% - \$33.35M
- 6) CMAR - \$2.6M
- 7) Facility Condition Assessment Projects (1 of 3) - \$18.43M

STAGE A Total - \$306.8M via 3rd Amendment to AUA

TWO STAGE A OFF RAMPS - 30% Design OFF RAMP & 60% Design OFF RAMP ^{1/} (\$306.8M) via 3rd Amendment

– PROGRAM MII PREVENTS MOVING TO STAGE B.

1/ 30% CTP Design by June 30, 2025 and 60% CTP Design by December 31, 2025

STAGE B Approval / Authorization

- 1) CTP Design to 90% - \$88.7M
- 2) CTP Design from 90% to 100% - \$29.6M
- 3) Design of final 1/3rd of Enabling Projects - \$9.74M
- 4) Construction of another 1/3rd of Enabling Projects (2 of 3) - \$55.42M
- 5) Design of Landside Roadways & Parking Garage to 100% - \$33.35M
- 6) Program Management – up to 15 FTE – \$6.58M
- 7) CMAR and/or EPM - \$3.5M
- 8) Facility Condition Assessment Projects (2 of 3) - \$18.43M

STAGE B Total - \$245.32M (SUBTOTAL STAGE A + STAGE B) = \$552.12M via 3rd Amendment to AUA

ONE STAGE B OFF RAMP AT 90% PHASE 1 (WEST) DESIGN (\$552.12M) – PROGRAM MII PREVENTS MOVING TO STAGE C.

STAGE C Approval / Authorization

- 1) Construction of final 1/3rd of Enabling Projects (3 of 3) - \$55.42M
- 2) Demolition of Concourse A & B - \$11.1M ^{1/}
- 3) PM– 20 FTE - \$8.88M
- 4) CMAR and/or EPM - \$4.44M
- 5) Facility Condition Assessment Projects (3 of 3) - \$18.44M

STAGE C Total - \$98.28M (SUBTOTAL STAGES A,B AND C= ~ \$650.4M via 3rd Amendment to AUA

1/ Conditional on authorization of full Program following the 90% CTP Phase 1 Design Benchmark

CTP CONSTRUCTION
FY27 – FY31

CMAR Anticipated Guaranteed Maximum Price (GMP) between 60%-90% Design (TBD)

*Costs expressed in escalated Year of Expenditure (YOE) Dollars

For Illustrative Purposes Only