

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 28, 2026

NEW ISSUE – BOOK-ENTRY ONLY

RATINGS: Moody's: "A2"
Fitch: "A"
Kroll: "A"
Insured Bonds: S&P "AA"
(See "RATINGS" herein)

In the opinion of Dentons US LLP and Saulsberry & Associates, LLC, St. Louis, Missouri, Co-Bond Counsel, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and the accuracy of certain representations and certifications, (1) interest on the Series 2026A Bonds (as defined herein)(including any original issue discount properly allocable to any owner thereof) is not excluded from gross income for federal income tax purposes and is not exempt from income taxation by the State of Missouri under Chapter 143 of the Revised Statutes of Missouri, as amended; and (2) interest on the Series 2026B Bonds (as defined herein) and the Series 2026C Bonds (as defined herein)(including any original issue discount properly allocable to any owner thereof) is excluded from gross income for federal income tax purposes, and is exempt from income taxation by the State of Missouri under Chapter 143 of the Revised Statutes of Missouri, as amended. In the opinion of Co-Bond Counsel, interest on the Series 2026B Bonds is treated as an item of tax preference for purposes of calculating the federal alternative minimum tax on individuals, trusts and estates that may be imposed under the Code, and interest on the Series 2026C Bonds is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax on individuals, trusts and estates that may be imposed under the Code. Interest on the Series 2026B Bonds and Series 2026C Bonds is included in the adjusted financial statement income of those corporations subject to the corporate alternative minimum tax. No opinion is expressed as to the status of interest on any Series 2026B Bond held by a "substantial user" of the facilities financed or refinanced by the Series 2026B Bonds or by a "related person" within the meaning of Section 147(a) of the Code. See "TAX MATTERS" in this Official Statement.

\$472,210,000*

THE CITY OF ST. LOUIS, MISSOURI

\$67,455,000*

Airport Revenue Bonds
Series 2026A (TAXABLE)

(St. Louis Lambert International Airport)

\$231,455,000*

Airport Revenue Bonds
Series 2026B (AMT)

(St. Louis Lambert International Airport)

\$173,300,000*

Airport Revenue Bonds
Series 2026C (NON-AMT)

(St. Louis Lambert International Airport)

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

The City of St. Louis, Missouri (the "City") expects to issue its Airport Revenue Bonds, Series 2026A (TAXABLE) (St. Louis Lambert International Airport) (the "Series 2026A Bonds"), its Airport Revenue Bonds, Series 2026B (AMT) (St. Louis Lambert International Airport) (the "Series 2026B Bonds"), and its Airport Revenue Bonds, Series 2026C (NON-AMT) (St. Louis Lambert International Airport) (the "Series 2026C Bonds," and together with the Series 2026A Bonds and the Series 2026B Bonds, the "Series 2026 Bonds") under and pursuant to the Amended and Restated Indenture of Trust, dated as of July 1, 2009, by and between the City and UMB Bank, N.A., as trustee (the "Trustee"), as previously amended and supplemented (the "Second Restated Indenture"), and as further supplemented by the Twenty-Eighth Supplemental Indenture of Trust dated as of November 1, 2026 (the "Twenty-Eighth Supplemental Indenture" and, together with the Second Restated Indenture, the "Indenture"), by and between the City and the Trustee.

The City has authorized and approved the execution and delivery of a Third Amended and Restated Indenture of Trust (the "Proposed Third Restated Indenture") which contains various amendments that, among other things, would update and modernize certain provisions, revise certain terms and covenants, and make such other amendments to the Second Restated Indenture in connection with the ongoing administration and issuance of airport revenue bonds under the Proposed Third Restated Indenture (collectively, the "Proposed Amendments"). See "INTRODUCTION - Authority for Issuance" and - "Proposed Third Restated Indenture", APPENDIX C — "Summary of Certain Provisions of the Indenture" and APPENDIX D — "Proposed Third Amended and Restated Indenture" for a description of the Proposed Amendments, the applicable requirements under the Second Restated Indenture and timing for the effectiveness of the Proposed Amendments and the transition to the Proposed Third Restated Indenture. Each Holder of the Series 2026 Bonds, by its acceptance of any of the Series 2026 Bonds (whether upon original issuance or upon transfer or exchange thereof), shall be deemed to have immediately provided its written consent to the Proposed Amendments and to the execution and delivery of the Proposed Third Restated Indenture by the City and the Trustee, without any further act, consent, or direction on the part of such Holder.

The Series 2026 Bonds are limited obligations of the City, payable solely from Revenues, as defined and described herein, to be derived by the City from the operation of St. Louis Lambert International Airport (the "Airport") and certain other funds pledged under the Indenture. See "THE SERIES 2026 BONDS – Security and Sources of Payment - Revenues." The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the Series 2026 Bonds, either as to principal, premium (if any) or interest. The Series 2026 Bonds will be secured on a parity basis with the Outstanding Bonds, as defined herein, and any Additional Bonds (as defined in APPENDIX C — "Summary of Certain Provisions of the Indenture") issued under the Indenture as more fully described herein.

The proceeds of the Series 2026 Bonds will be used to: (i) finance a portion of the costs of the 2026 Projects (as defined herein), (ii) refund all or a portion of the outstanding Junior Lien Bank Notes (as defined herein), (iii) fund the Series 2026 Debt Service Reserve Sub-Account, (iv) finance capitalized interest on the Series 2026 Bonds, and (v) pay certain of the costs of issuing the Series 2026 Bonds. See "AIRPORT CAPITAL IMPROVEMENT PROGRAMS" and APPENDIX A - "Financial Feasibility Report of the Airport Consultant – Introduction – Airport Governance – Funding Plan for the 2026 Projects".

Interest on the Series 2026 Bonds is payable on January 1 and July 1 of each year, commencing July 1, 2027, until maturity. The Series 2026 Bonds are initially issuable only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), New York, New York, pursuant to the book-entry-only system described herein. Beneficial ownership may be acquired in denominations of \$5,000 or any integral multiples thereof. No physical delivery of the Series 2026 Bonds will be made to the purchasers. See "THE SERIES 2026 BONDS - Book-Entry - Only System."

The Series 2026 Bonds are subject to optional and mandatory sinking fund redemption prior to maturity as described herein.

See the inside cover page for maturities, principal amounts, interest rates, prices, yields and CUSIP numbers.

The scheduled payment of principal of and interest on the Series 2026 Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Series 2026 Bonds by ASSURED GUARANTY INC.

ASSURED
GUARANTY

The Series 2026 Bonds are offered when, as and if issued by the City and received by the Underwriters (as defined herein) and subject to prior sale, withdrawal or modification of the offer without notice and the approval of legality of the Series 2026 Bonds by Dentons US LLP, St. Louis, Missouri, and Saulsberry & Associates, LLC, St. Louis, Missouri, Co-Bond Counsel, and certain other conditions. Greenberg Traurig, LLP, Orlando, Florida, serves as Special Counsel to the City with respect to the Proposed Third Restated Indenture. Certain legal matters will be passed upon for the City by the office of the City Counselor, and for the Underwriters by Lewis Rice LLC, St. Louis, Missouri, Underwriters' Counsel. Certain legal matters will be passed upon for the City by its Disclosure Counsel, Hardwick Law Firm, LLC, St. Louis, Missouri. It is expected that the Series 2026 Bonds in book-entry-only form will be available for delivery through the facilities of DTC on or about November 24, 2026.

This cover page contains certain information for quick reference only. It is not a summary of this Official Statement. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision, including, but not limited to, matters described in "CERTAIN INVESTMENT CONSIDERATIONS".

STIFEL

J.P. Morgan

BACKSTROM MCCARLEY BERRY & Co., LLC

PNC CAPITAL MARKETS LLC

STERN BROTHERS & CO.

The date of this Official Statement is _____, 2026

* Preliminary, subject to change

This Preliminary Official Statement and the information contained herein are subject to completion, amendment or other change without any notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.



MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND CUSIP NUMBERS

\$67,455,000*

**The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026A (TAXABLE)
(St. Louis Lambert International Airport)**

Base CUSIP: _____

Maturity Date		Interest			
July 1	Principal	Rate	Yield	Price	CUSIP[†]
2032	\$9,315,000				
2033	9,825,000				
2034	10,380,000				
2035	10,965,000				
2036	11,595,000				
2037	12,260,000				
2038	3,115,000				

\$231,455,000*

**The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026B (AMT)
(St. Louis Lambert International Airport)**

Base CUSIP: _____

\$136,215,000 _____ % Term Bond Due July 1, 2053 Price _____^c to Yield _____ % CUSIP: _____
 \$95,240,000 _____ % Term Bond Due July 1, 2056 Price _____^c to Yield _____ % CUSIP: _____

\$173,300,000*

**The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026C (NON-AMT)
(St. Louis Lambert International Airport)**

Base CUSIP: _____

Maturity Date		Interest			
July 1	Principal	Rate	Yield	Price	CUSIP[†]
2038	\$9,865,000				
2039	13,655,000				
2040	14,340,000				
2041	15,055,000				
2042	15,810,000				
2043	16,600,000				
2044	17,430,000				
2045	18,300,000				
2046	19,305,000				
2047	20,370,000				
2048	12,570,000				

^c Priced to first optional call date.

[†] Copyright, American Bankers Association (the “ABA”). CUSIP data used herein is provided by CUSIP Global Services (“CGS”), operated on behalf of the ABA by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of sale of the Series 2026 Bonds and neither the City nor the Underwriters make any representation with respect to such numbers and do not undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the sale of the Series 2026 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026 Bonds.

*Preliminary, subject to change

THE CITY OF ST. LOUIS
ELECTED OFFICIALS

Cara Spencer, Mayor
Donna M.C. Baringer, Comptroller
Megan E. Green, President of the Board of Aldermen
Adam L. Layne, Treasurer

BOARD OF ALDERMEN

Anne Schweitzer	Ward 1
Tom Oldenburg	Ward 2
Shane Cohn	Ward 3
Bret Narayan	Ward 4
Matt Devoti	Ward 5
Daniela Velazquez	Ward 6
Alisha Sonnier	Ward 7
Jami Cox Antwi	Ward 8
Michael Browning	Ward 9
Shameem Clark Hubbard	Ward 10
Laura Keys	Ward 11
Sharon Tyus	Ward 12
Pamela Boyd	Ward 13
Rasheen Aldridge	Ward 14

OTHER CITY OFFICIALS

Jason M. Fletcher, Deputy Comptroller-Accounting Services
James M. Garavaglia, Deputy Comptroller
Gerard Hollins, Jr., Interim Deputy Director – Finance and Administration
Michael Garvin, City Counselor
Theresa Yoffie, Airport Counsel

CITY AIRPORT COMMISSIONERS

	Gerald Beckmann, Interim Airport Director and Chairperson	
John Bales	Hon. Donna M.C. Baringer	John Bowman
Kevin Cantwell	Hon. Anne-Marie Clarke	Hon. Shane Cohn
June Fowler	Hon. Megan Ellyia Green	Frank D. Jacobs
Lee Kling	Don G. Lents	Debra H. Moore, Ph.D.
Beth Orwick	Kathleen M. Ratcliffe	Jeff Ryan
	Kevin Schartner	

BOARD OF ESTIMATE AND APPORTIONMENT

Cara Spencer, Mayor
Donna M.C. Baringer, Comptroller
Megan E. Green, President of the Board of Aldermen

CO-MUNICIPAL ADVISORS

Siebert Williams Shank & Co., LLC St. Louis, Missouri	PFM Financial Advisors LLC Philadelphia, Pennsylvania
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CO-BOND COUNSEL

Dentons US LLP St. Louis, Missouri	Saulsberry & Associates, LLC St. Louis, Missouri
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DISCLOSURE COUNSEL

Hardwick Law Firm, LLC
St. Louis, Missouri

AIRPORT CONSULTANT

Unison Consulting, Inc.
Chicago, Illinois

SPECIAL COUNSEL

Greenberg Traurig, LLP
Orlando, Florida

REGARDING THIS OFFICIAL STATEMENT

This Official Statement is provided in connection with the initial offering and sale of the Series 2026 Bonds referred to herein, and may not be reproduced or used, in whole or in part, for any other purpose. The information contained in this Official Statement has been derived from information provided by the City, the Airport (each as hereinafter defined) and other sources which are believed to be reliable. No representation or warranty is made, however, as to the accuracy or completeness of such information. The Underwriters have provided the following sentence for inclusion in this Official Statement. *The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.*

No dealer, broker, salesperson or other person has been authorized by the City, the Airport or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations should not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2026 Bonds, by any person in any state or jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the registered or Beneficial Owners of the Series 2026 Bonds.

The information and expressions of opinion herein speak as of their date unless otherwise noted and are subject to change without notice. Neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the City or the Airport since the date hereof (or since the date of any information included herein that is dated other than the date hereof). Prospective purchasers of the Series 2026 Bonds are expected to conduct their own review and analysis before making an investment decision.

The Series 2026 Bonds have not been registered with the United States Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “*Securities Act*”), in reliance upon the exemption contained in Section 3(a)(2) of such act. The Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon an exemption contained in such act. The registration or qualification of the Series 2026 Bonds in accordance with applicable provisions of securities laws of any states in which the Series 2026 Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither these states nor any of their agencies have passed upon the merits of the Series 2026 Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary is a criminal offense.

Cautionary Statements Regarding Forward-Looking Statements in this Official Statement

Certain statements included in or incorporated by reference in this Official Statement that are not purely historical are “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, as amended, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act and reflect the City’s current expectations, hopes, intentions, or strategies regarding the future. Such statements may be identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget,” “intend” or other similar words.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Included in such risks and uncertainties are (i) those relating to the possible invalidity of the underlying assumptions and estimates, (ii) possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances, and (iii) conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately. For these reasons, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

Undue reliance should not be placed on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City or the Airport on the date hereof, and the City and the Airport assume no obligation to update any such forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur or fail to occur, other than as indicated under the caption “CONTINUING DISCLOSURE” and APPENDIX H – “Form of Continuing Disclosure Agreement.”

The prospective financial information set forth in this Official Statement, except for certain information sourced to parties other than the City is solely the product of the City or the Airport Authority (as defined herein). The City’s independent auditor has not compiled, examined or performed any procedures with respect to, or been consulted in connection with the preparation of, the prospective financial information contained herein. The City’s independent auditor assumes no responsibility for the content of the prospective financial information set forth in this Official Statement, disclaims any association with such prospective financial information and has not expressed any opinion or any other form of assurance on such information or its achievability.

The summaries or descriptions contained herein (or in any Appendix attached hereto) of provisions of the Indenture, the Series 2026 Bonds, the Continuing Disclosure Agreement and the Proposed Third Restated Indenture (each as hereinafter defined), and all references to other materials not purporting to be quoted in full, are qualified in their entirety by reference to the complete provisions of the documents and other materials summarized, described or referenced.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader’s convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in Rule 15c2-12 promulgated by the SEC. Furthermore, any information obtained from such websites and presented herein or references to such websites not purporting to be quoted in full are qualified in their entirety by reference to the complete contents of the website summarized or described. References to website addresses are current as of the date of this Official Statement. Neither the City nor the Airport is under any obligation to update any website references or references to information contained therein.

Assured Guaranty Inc. (“AG”) makes no representation regarding the Series 2026 Bonds or the advisability of investing in the Series 2026 Bonds. In addition, AG has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AG supplied by AG

and presented under the heading “BOND INSURANCE” and “APPENDIX J – Specimen Municipal Bond Insurance Policy.”

THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE INDENTURE OR THE ORDINANCE APPROVING THE ISSUANCE OF THE SERIES 2026 BONDS BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE CITY FOR PURPOSES OF RULE 15c2-12 OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1).

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OFFICIAL STATEMENT
Relating to
\$472,210,000*
THE CITY OF ST. LOUIS, MISSOURI

\$67,455,000*
AIRPORT REVENUE BONDS
SERIES 2026A (TAXABLE)
(ST. LOUIS LAMBERT INTERNATIONAL AIRPORT)

\$231,455,000*
AIRPORT REVENUE BONDS
SERIES 2026B (AMT)
(ST. LOUIS LAMBERT INTERNATIONAL AIRPORT)

\$173,300,000*
AIRPORT REVENUE BONDS
SERIES 2026C (NON-AMT)
(ST. LOUIS LAMBERT INTERNATIONAL AIRPORT)

INTRODUCTION

*This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, which includes the cover page, inside cover page and appendices (collectively, the “**Official Statement**”) and the documents summarized or described herein. Unless otherwise defined herein, certain capitalized words and terms used in this Official Statement have the meanings given to them in **APPENDIX C — “Summary of Certain Provisions of the Indenture.”** Investors must read the entire Official Statement, including the cover page, inside cover page and appendices, to obtain information essential to making an informed investment decision.*

This Official Statement is furnished in connection with the offering by The City of St. Louis, Missouri (the “**City**”) of its \$67,455,000* Airport Revenue Bonds, Series 2026A (TAXABLE) (St. Louis Lambert International Airport) (the “**Series 2026A Bonds**”), its \$231,455,000* Airport Revenue Bonds, Series 2026B (AMT) (St. Louis Lambert International Airport) (the “**Series 2026B Bonds**”), and its \$173,300,000* Airport Revenue Bonds, Series 2026C (NON-AMT) (St. Louis Lambert International Airport) (the “**Series 2026C Bonds**,” and together with the Series 2026A Bonds and the Series 2026B Bonds, the “**Series 2026 Bonds**”).

Authority for Issuance

The Series 2026 Bonds are issued under the authority of the (i) constitution and laws of the State of Missouri (the “**State**”), including Article VI, Section 27(a) and Section 28 of the Missouri Constitution, as amended, and Sections 108.140 and 108.170 of the Revised Statutes of Missouri, as amended; (ii) voter authorization obtained by the City on November 5, 1991 and April 8, 2003 (together, the “**Voter Approval**”) to issue up to \$3.5 billion of bonds to finance capital projects (“**Bonds**”) at the Airport (as defined herein);

* Preliminary , subject to change.

(iii) Ordinance Number 71876 adopted by the Board of Aldermen of the City (the “**Board of Aldermen**”) on June 28, 2024, and approved by the Mayor on July 18, 2024; and (iv) Ordinance Number 72187 adopted by the Board of Aldermen on October 9, 2026, and approved by the Mayor on October 15, 2026 (which approved the issuance of the Series 2026 Bonds). To date, approximately \$1,542,855,000 of Bonds have been issued pursuant to the Voter Approval, which leaves approximately \$1,957,145,000 of authorized, but unissued Bonds approved for Airport purposes. Under State law and the City Charter, refunding bonds do not require voter approval. See **APPENDIX C — “Summary of Certain Provisions of the Indenture – Additional Bonds”** and “**Summary of Certain Provisions of the Indenture– Refunding Bonds.**”

The Series 2026 Bonds are issued pursuant to an Indenture of Trust dated as of October 15, 1984 (the “**Original Indenture**”) providing for the issuance from time to time of a series of airport revenue bonds of the City, which Original Indenture, as previously amended, supplemented and restated, was amended, restated and superseded by that certain Amended and Restated Indenture of Trust dated as of July 1, 2009, as previously amended and supplemented (the “**Second Restated Indenture**”), including as further amended and supplemented by the Twenty-Eighth Supplemental Indenture of Trust dated as of November 1, 2026 (the “**Twenty-Eighth Supplemental Indenture**” and, together with the Second Restated Indenture, the “**Indenture**”), by and between the City and UMB Bank, N.A., as trustee (the “**Trustee**”). The Indenture authorizes the issuance of bonds subject to the requirements specified therein and summarized under the section captioned “**THE SERIES 2026 BONDS – Outstanding Bonds, Additional Bonds and Refunding Bonds.**” For a summary of the Indenture, see **APPENDIX C — “Summary of Certain Provisions of the Indenture.”** The Twenty-Eighth Supplemental Indenture also provides that each Holder of the Series 2026 Bonds, by accepting any of the Series 2026 Bonds (whether upon original issuance or upon transfer or exchange thereof), shall be deemed to have immediately provided its written consent to the amendments contained in the Proposed Third Restated Indenture and to the execution and delivery of the Proposed Third Restated Indenture by the City and the Trustee, without any further act, consent, or direction on the part of such Holder.

Proposed Third Amended and Restated Indenture

Ordinance Number 72187 adopted by the Board of Aldermen on October 9, 2026, and approved by the Mayor on October 15, 2026, authorized and approved the execution and delivery of a Third Amended and Restated Indenture of Trust (the “**Proposed Third Restated Indenture**”) to amend and restate the Second Restated Indenture. See **APPENDIX D — “Proposed Third Amended and Restated Indenture.”** The amendments to the Second Restated Indenture contained in the Proposed Third Restated Indenture, among other things, update and modernize certain provisions, revise certain terms and covenants, and make certain amendments in connection with the ongoing administration and issuance of airport revenue bonds to be issued under the Proposed Third Restated Indenture (collectively, the “**Proposed Amendments**”). The Proposed Amendments will become effective only upon the satisfaction of the applicable requirements of the Second Restated Indenture, including the City’s receipt of the consent of the Owners of at least 51% in principal amount of the Bonds Outstanding under the Second Restated Indenture at the time such consent is given and, to the extent required, the Bond Insurers (each as defined in the Second Restated Indenture) and providers of certain credit facilities. As of the date of this Official Statement, the City has received the required consent and is working with the Trustee to satisfy the other applicable requirements of the Second Restated Indenture to make the Proposed Third Restated Indenture effective. See **APPENDIX C — “Summary of Certain Provisions of the Indenture”** and **APPENDIX D — “Proposed Third Amended and Restated Indenture”** for a description of the Proposed Amendments, the applicable requirements under the Second Restated Indenture and timing for the effectiveness of the Proposed Amendments and the transition to the Proposed Third Restated Indenture. After the delivery of the Series 2026 Bonds and the satisfaction of the applicable requirements and/or conditions under the Second Restated Indenture, the City will designate a date to make the Proposed Amendments effective and transition to the Proposed Third Restated Indenture (the “**Transition Date**”). On and after the Transition Date, the covenants of the City and

the rights, obligations and duties of the City, the Trustee and Bondholders will be governed by the Proposed Third Restated Indenture.

Under the Twenty-Eighth Supplemental Indenture, each Holder of the Series 2026 Bonds, by its acceptance of any such Series 2026 Bonds (whether upon original issuance or upon transfer or exchange thereof), shall be deemed to have consented to the Proposed Amendments and to the execution and delivery of the Proposed Third Restated Indenture by the City and the Trustee, without any further act, consent, or direction on the part of such Holder. Such deemed consent shall be effective immediately upon such Bondholder's acceptance of any of the Series 2026 Bonds and shall constitute the consent of such Bondholder for all purposes under the Twenty-Eighth Supplemental Indenture and under the Second Restated Indenture. Each Holder of the Series 2026 Bonds, by its acceptance of any such Series 2026 Bonds (whether upon original issuance or upon transfer or exchange thereof), agrees and acknowledges that the Proposed Amendments shall become effective on the Transition Date without any requirement for additional consent, vote, or other action by any Holder of the Series 2026 Bonds. The City and the Trustee shall be entitled to conclusively rely upon such consent of each Bondholder as provided in the Twenty-Eighth Supplemental Indenture and shall have no duty to verify or confirm the same. See **APPENDIX C — “Summary of Certain Provisions of the Indenture”** and **APPENDIX D — “Proposed Third Amended and Restated Indenture.”**

Parity Obligations

The Series 2026 Bonds will be issued on a parity with the Bonds, which are outstanding, as of August 1, 2026, in the aggregate principal amount of \$640,055,000 (the “**Outstanding Bonds**”) and any Additional Bonds or Refunding Bonds issued on a parity therewith pursuant to Article III of the Indenture. The Series 2026 Bonds are payable solely from Revenues derived from the operations of the Airport and certain other funds pledged under the Indenture. See “**THE SERIES 2026 BONDS - Outstanding Bonds, Additional Bonds and Refunding Bonds and Security and Sources of Payment - Revenues.**” For a description of the Proposed Amendments, which relate to, among other things, changes with respect to parity obligations which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– Article V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF– Section 507. Bond Fund - Common Debt Service Reserve Account and Series Debt Service Reserve Account.”**

The City and the Airport

The City is a constitutional charter city and political subdivision of the State. St. Louis Lambert International Airport (formerly Lambert-St. Louis International Airport) (the “**Airport**” or “**STL**”) is owned by the City and operated by the St. Louis Airport Authority (the “**Airport Authority**”). The Airport Authority was created by ordinance of the Board of Aldermen and consists of the St. Louis Airport Commission (the “**Airport Commission**”), the Airport's Chief Executive Officer (the “**Airport Director**”) and other managers and personnel required to operate the Airport. The Airport Commission is responsible for the planning, development, management and operation of the Airport. See “**AIRPORT MANAGEMENT – Introduction.**”

Use of Proceeds

The proceeds of the Series 2026 Bonds will be used to: (i) finance a portion of the costs of the 2026 Projects (as defined herein), (ii) refund all or a portion of the outstanding Junior Lien Bank Notes (as defined herein), (iii) fund the Series 2026 Debt Service Reserve Sub-Account, (iv) finance capitalized interest on the Series 2026 Bonds, and (v) pay certain of the costs of issuing the Series 2026 Bonds. See “**PLAN OF FINANCE,**” “**SOURCES AND USES OF FUNDS,**” “**AIRPORT CAPITAL IMPROVEMENT**

PROGRAMS” and APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction” and “Introduction – Funding Plan for Series 2026 Projects.”

Security and Sources of Payment

The Series 2026 Bonds are limited obligations of the City payable on a parity with the Outstanding Bonds from the Revenues derived solely from the operation of the Airport and certain other funds pledged under the Indenture, subject to the application thereof in accordance with the Indenture, including the Debt Service Stabilization Fund and the Debt Service Reserve Account, all as more fully described in **“THE SERIES 2026 BONDS - Security and Sources of Payment.”** The principal sources of Revenues are the rates and charges generated under agreements between the City and the airlines serving the Airport and payments under concession contracts at the Airport. See **“CERTAIN AGREEMENTS FOR USE OF THE AIRPORT’S FACILITIES.”** For a description of the Proposed Amendments relating to the definition of “Revenues,” the additional bonds test, the rate covenant, the flow of funds, the Debt Service Reserve Account and certain provisions regarding the issuance of, and security for, Subordinated General Revenue Bonds (as defined in the Proposed Third Restated Indenture) which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture.”**

The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter limitation or provision, and the taxing power of the City is not pledged to the payment of the Series 2026 Bonds, either as to principal or interest.

The Series 2026 Bonds will be issued on parity with the Outstanding Bonds.

Additional Bonds and Refunding Bonds

Pursuant to the Indenture, subject to certain terms and conditions, the City may issue:

- (1) Additional Bonds from time to time to finance capital improvements at the Airport; and
- (2) Refunding Bonds for the purpose of refunding principal and/or interest components of any Outstanding Bonds, any Subordinated Indebtedness or Special Facilities Indebtedness.

Additional Bonds and Refunding Bonds will be equally and ratably secured on a parity with the Series 2026 Bonds and other Outstanding Bonds.

The City may issue Additional Bonds if (i) sufficient bonding authority remains pursuant to the Voter Approval and (ii) the requirements for the issuance of Additional Bonds under the Indenture (the **“Additional Bonds Test”**) are met. The City may issue Refunding Bonds if (i) the Aggregate Debt Service in each Airport Fiscal Year prior to the final maturity date of the then Outstanding Bonds after the refunding is no greater than the Aggregate Debt Service in each Airport Fiscal Year prior to the refunding or (ii) such Refunding Bonds satisfy certain portions of the Additional Bonds Test. See **“THE SERIES 2026 BONDS - Outstanding Bonds, Additional Bonds and Refunding Bonds”** and **APPENDIX C — “Summary of Certain Provisions of the Indenture.”** For a description of the Proposed Amendments relating to, among other things, changes with respect to the Additional Bonds Test which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– Article III – AUTHORIZATION AND ISSUANCE OF BONDS GENERALLY-and Section 304. Conditions Precedent to the Issuance of Bonds.”**

The Series 2026 Bonds are being issued as Additional Bonds.

Subordinated Debt

Pursuant to the Indenture, the City may issue subordinated debt from time to time. On February 27, 2025, the City entered into a Revolving Credit Agreement (the “**Credit Agreement**”) with PNC Bank, National Association (“**PNC**”), pursuant to which PNC agreed to provide a revolving credit facility to the City in the maximum aggregate principal amount of \$225,000,000 for the purpose of providing interim funds to finance and refinance the acquisition, construction, renovation and equipping of Airport facilities, pay capitalized interest and pay costs of issuance of the Junior Lien Bank Notes (as hereinafter defined). To evidence the loans and secure the obligations of the City under the Credit Agreement, the City issued its Airport Junior Lien Revenue Bank Notes (PNC), Series One (AMT), Series Two (Non-AMT), and Series Three (Taxable) in the maximum aggregate principal amount of \$225,000,000 (collectively, the “**Junior Lien Bank Notes**”) pursuant to a Master Indenture of Trust Junior Lien dated as of February 1, 2025, as amended and supplemented by a Junior Lien First Supplemental Indenture of Trust dated as of February 1, 2025 (together, the “**Junior Lien Indenture**”), by and between the City and UMB Bank, N.A., as trustee. See “THE SERIES 2026 BONDS - Subordinated Indebtedness and Special Facilities Indebtedness.”

For a description of the Proposed Amendments relating to, among other things, changes with respect to certain provisions regarding the issuance of, and security for, Subordinated General Revenue Bonds (as defined in the Proposed Third Restated Indenture) which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– Article III – AUTHORIZATION AND ISSUANCE OF BONDS GENERALLY and Article V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF –Section 513. Subordinated General Revenue Bonds.”**

Certain Investment Considerations

The Series 2026 Bonds may not be suitable for all investors. Prospective purchasers of the Series 2026 Bonds should give careful consideration to the information set forth in this Official Statement, including, but not limited to, the matters discussed or referred to under “**CERTAIN INVESTMENT CONSIDERATIONS.**” These considerations include, among others, the following: (1) changes in the level of airline activity at the Airport; (2) events adversely affecting the air transportation system and the Airport; (3) the possible effect of an airline bankruptcy on the Airport Use and Lease Agreements (“**AULAs**”); and (4) the financial health of the airline industry and certain airlines serving the Airport. See also “**FACTORS AFFECTING THE AIRPORT AND THE AIR CARRIER INDUSTRY**” and **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity - Forecast Risk and Uncertainty**” for a more comprehensive discussion of certain investment considerations.

Continuing Disclosure

The City and UMB Bank, N.A., as dissemination agent (the “**Dissemination Agent**”), will enter into a Continuing Disclosure Agreement dated as of November 1, 2026 (the “**Continuing Disclosure Agreement**”), substantially in the form attached as **APPENDIX H — “Form of Continuing Disclosure Agreement,”** pursuant to which the City will covenant for the benefit of holders and Beneficial Owners of the Series 2026 Bonds to provide audited financial statements of the Airport, certain statistical and operating data relating to the City and the Airport and notices of the occurrence of certain enumerated events. The audited financial statements, statistical and operating data and notices of events will be filed by or on behalf of the City in compliance with Rule 15c2-12 (the “**Rule**”) promulgated by the SEC. See the section herein captioned “**CONTINUING DISCLOSURE**” and **APPENDIX H — “Form of Continuing Disclosure Agreement.”**

Miscellaneous

This Official Statement contains brief descriptions of, among other things, the Indenture, the Series 2026 Bonds, the City, the Airport, the AULAs, the Operating Agreements (as defined herein), the Continuing Disclosure Agreement, the audited financial statements of the Airport, certain budgeted and unaudited financial information of the Airport, the Airport's capital improvement programs and the Airport Development Program. Such descriptions do not purport to be comprehensive or definitive. All references in this Official Statement to any documents are qualified in their entirety by reference to such documents, and references to the Series 2026 Bonds are qualified in their entirety by reference to the form of the Series 2026 Bonds included in the Twenty-Eighth Supplemental Indenture. Upon the issuance of the Series 2026 Bonds, the Indenture and the Continuing Disclosure Agreement will be available for inspection at the offices of the Trustee. All other documents referenced above are attached as appendices or available for inspection at the offices of the Airport.

The Financial Feasibility Report of the Airport Consultant, regarding such matters as the Airport's operating revenues, expenses and air traffic activity (the "***Financial Feasibility Report***") is included as **APPENDIX A**. Audited financial statements of the Airport for the Fiscal Year Ended June 30, 2025 are included as **APPENDIX B**. Definitions and a summary of certain provisions of the Indenture are included as **APPENDIX C**, and all capitalized terms used in this Official Statement and not otherwise defined in this Official Statement shall have the meanings set forth in **APPENDIX C** or, with respect to terms defined in the AULAs and the Operating Agreements, in **APPENDIX E**. A summary of certain provisions of the AULAs and the Operating Agreements is included as **APPENDIX E**. A description of the book-entry-only system maintained by DTC is set forth in **APPENDIX F**. The substantially final text of the opinion to be delivered by Co-Bond Counsel, Dentons US LLP, St. Louis, Missouri, and Saulsberry & Associates, LLC, St. Louis, Missouri, is included as **APPENDIX G**. A form of the Continuing Disclosure Agreement is attached as **APPENDIX H**. A description of the PFC Program, as defined herein, is included as **APPENDIX I**. The Specimen Municipal Bond Insurance Policy is included as **APPENDIX J**.

The information in this Official Statement is subject to change without notice, and neither the delivery of this Official Statement nor any sale made pursuant hereto shall under any circumstances create an implication that there has been no change in the affairs of the City or the Airport since the date hereof. This Official Statement is not to be construed as a contract or agreement between the City or the Underwriters and purchasers or Owners of any of the Series 2026 Bonds.

THE SERIES 2026 BONDS

The Series 2026 Bonds are being issued under the Indenture. Reference is hereby made to the Indenture in its entirety for the detailed provisions pertaining to the Series 2026 Bonds. See **APPENDIX C — "Summary of Certain Provisions of the Indenture."**

General

The Series 2026 Bonds will be dated their date of delivery and will mature and bear interest as set forth on the inside cover page of this Official Statement. The Series 2026 Bonds are issued as fully registered bonds in denominations of \$5,000 or integral multiples thereof. The principal of and redemption premium, if any, on the Series 2026 Bonds will be payable at maturity to the persons in whose name such Series 2026 Bonds are registered upon presentation and surrender of such Series 2026 Bonds at the principal corporate trust office of the Trustee in St. Louis, Missouri. Interest on the Series 2026 Bonds is payable semiannually on January 1 and July 1 of each year, commencing July 1, 2027. Principal of the Series 2026 Bonds shall be paid on the maturity dates listed on the inside cover of this Official Statement. Registered Owners of Series 2026 Bonds of a principal amount of at least \$1,000,000 may receive payments of interest by electronic transfer upon written request from the registered Owner to the Trustee providing relevant

instructions not later than five days prior to the Record Date for such interest payment date. Notwithstanding the foregoing, the Series 2026 Bonds are initially issued in book-entry-only form and are registered in the name of Cede & Co., as the nominee of DTC, and the payment of principal and interest and the providing of notices and other matters will be made as described below.

Book-Entry-Only System

The Depository Trust Company (“**DTC**”), New York, New York, will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee). One fully registered Bond certificate will be issued for each maturity of the Series 2026 Bonds in the aggregate principal amount of such maturity and will be deposited with DTC. For additional information regarding DTC and DTC’s book-entry-only system, see **APPENDIX F — “DTC Information.”**

*In reading this Official Statement, it should be understood that while the Series 2026 Bonds are in book-entry-only form, references in other sections of this Official Statement to registered Owners should be read to include the person for which the Participant acquires an interest in the Series 2026 Bonds, but (i) all rights of ownership must be exercised through DTC and its book-entry only system, and (ii) except as described in **APPENDIX F — “DTC Information,”** notices that are to be given to registered Owners under the Indenture shall be given only to DTC.*

Redemption Provisions

The Series 2026 Bonds are subject to optional and mandatory sinking fund redemption as described below.

Optional Redemption of Series 2026A Bonds. Prior to July 1, 20__, the Series 2026A Bonds are subject to redemption prior to maturity, at the option of the City, from any source of available funds, in whole or in part on any Business Day, at a Redemption Price equal to the Make-Whole Redemption Price plus accrued and unpaid interest on the Series 2026A Bonds to be redeemed to the redemption date.

On and after July 1, 20__, the Series 2026A Bonds are subject to redemption prior to maturity, at the option of the City, from any source of available funds, in whole or in part on any Business Day, at a Redemption Price equal to 100% of the principal amount of the Series 2026A Bonds to be redeemed, plus accrued and unpaid interest to the redemption date.

“Make-Whole Redemption Price” means , with respect to any Series 2026A Bond to be redeemed, the greater of (a) 100% of the principal amount of such Series 2026A Bond to be redeemed, or (b) the sum of the present values of the remaining scheduled payments of principal of and interest on such Series 2026A Bond to be redeemed to its maturity date (or, with respect to any Series 2026A Bond maturing on and after July 1, 20__, to July 1, 20__), not including any portion of such payments of interest accrued and unpaid as of the redemption date, discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus [] basis points. See **APPENDIX C — “Summary of Certain Provisions of the Indenture.”**

“Treasury Rate” means, with respect to any redemption date for a particular Series 2026A Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days, but not more than forty-five (45) calendar days, prior to the redemption date (excluding inflation-indexed securities) or, if such Statistical Release is no longer published, any publicly available source of similar market data selected by an independent accounting firm,

investment banking institution or municipal advisor of national standing appointed by the City (the “**Calculation Agent**”) most nearly equal to the period from the redemption date to the maturity date of such Series 2026A Bond (or, with respect to any Series 2026A Bond maturing on and after July 1, 20__, to July 1, 20__); provided, however, that if such period is not equal to the constant maturity of a United States Treasury security for which a weekly average yield is given, the Treasury Rate shall be obtained by linear interpolation from the weekly average yields of United States Treasury securities for which such yields are given.

The Make-Whole Redemption Price shall be determined by the Calculation Agent and certified in writing to the City and the Trustee not later than the second Business Day preceding the redemption date, and the Trustee and the City may conclusively rely on such determination and shall have no liability therefor.

If less than all of the Series 2026A Bonds are to be redeemed pursuant to the Indenture, the City shall select the maturities to be redeemed. If less than all of the Series 2026A Bonds of a maturity are to be redeemed and the Series 2026A Bonds are held in book-entry form, the particular Series 2026A Bonds or portions thereof to be redeemed shall be selected on a “Pro Rata Pass-Through Distribution of Principal” basis in accordance with the procedures of DTC; provided that, if DTC’s operational procedures do not allow for redemption on such basis, such Series 2026A Bonds shall be selected by lot in accordance with DTC’s procedures. If the Series 2026A Bonds are not held in book-entry form, the Trustee shall select the Series 2026A Bonds to be redeemed on a pro rata basis among the Bondholders of such maturity, in principal amounts of \$5,000 or integral multiples thereof.

Optional Redemption of Series 2026B Bonds. The Series 2026B Bonds maturing on and after July 1, 20__, are subject to redemption prior to maturity, at the option of the City, from any source of available funds, in whole or in part on any Business Day on and after July 1, 20__ (in such maturities as determined by the City and within any maturity as selected by the Trustee in such equitable manner as it shall determine), at the Redemption Price of 100% of the principal amount of the Series 2026B Bonds or portions thereof to be redeemed, plus accrued and unpaid interest to the redemption date.

Optional Redemption of Series 2026C Bonds. The Series 2026C Bonds maturing on and after July 1, 20__, are subject to redemption prior to maturity, at the option of the City, from any source of available funds, in whole or in part on any Business Day on and after July 1, 20__ (in such maturities as determined by the City and within any maturity as selected by the Trustee in such equitable manner as it shall determine), at the Redemption Price of 100% of the principal amount of the Series 2026C Bonds or portions thereof to be redeemed, plus accrued and unpaid interest to the redemption date.

Mandatory Sinking Fund Redemption of Series 2026B Bonds.

The Series 2026B Term Bonds maturing July 1, 2053 and July 1, 2056, are subject to mandatory redemption prior to maturity, upon notice as provided in the Indenture, in part, as selected by lot by the Trustee in such manner as it shall deem fair and appropriate, at par, plus accrued interest to the date of redemption on July 1 of each of the years set forth below, in the principal amounts set forth below:

Series 2026B Term Bonds Due July 1, 2053

July 1	Principal Amount [†]
2048	\$8,920,000
2049	22,695,000
2050	24,000,000
2051	25,380,000
2052	26,840,000
2053	28,380,000

*Final Maturity

[†] Preliminary, Subject to Change

Series 2026B Term Bonds Due July 1, 2056

July 1	Principal Amount [†]
2054	\$30,015,000
2055	31,740,000
2056	33,485,000

*Final Maturity

[†] Preliminary, Subject to Change

Method of Selecting Series 2026B Bonds and Series 2026C Bonds for Redemption. If less than all of the Series 2026B Bonds or Series 2026C Bonds of like maturity shall be called for prior redemption, the particular Series of such Bonds or portions of Series of such Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Series 2026B Bonds or Series 2026C Bonds of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof, and that, in selecting portions of such Series 2026 Bonds for redemption the Trustee shall treat each such Series 2026 Bond as representing that number of such Series 2026 Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Series 2026 Bond to be redeemed in part by \$5,000.

Notice of Redemption. Notices of redemption will be mailed by the Trustee, postage prepaid, not less than 25 days prior to any redemption date, to the registered Owners of the Series 2026 Bonds that are to be redeemed. Each such notice will identify the Series 2026 Bonds to be redeemed (and, in the case of Series 2026 Bonds to be redeemed in part only, the principal amounts to be redeemed), will specify the redemption date and the Redemption Price, and will state that the Series 2026 Bonds to be redeemed will be payable at the principal corporate trust office of the Trustee. If, at the time of mailing of the notice of any optional redemption, there has not been deposited with the Trustee moneys sufficient to redeem all the Series 2026 Bonds called for redemption, the notice may state that it is conditional on the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date. Such notice will be of no effect and the Redemption Price for such optional redemption will not be due and payable unless such moneys are so deposited. Any notice of redemption of Series 2026A Bonds pursuant to the make-whole optional redemption provisions of the Twenty-Eighth Supplemental Indenture need not set forth the Make-Whole Redemption Price, but only the manner of its calculation.

Upon the sending of notice as provided in the Indenture and the deposit with the Trustee of legally available moneys sufficient to pay the principal of and interest accrued to the redemption date on the Series 2026 Bonds called for redemption, the Series 2026 Bonds or portions thereof thus called for redemption will cease to bear interest from and after the redemption date, will no longer be entitled to the benefits provided by the Indenture and will not be deemed to be Outstanding under the provisions of the Indenture.

Registration, Transfer and Exchange

Bonds, upon surrender thereof at the principal office of the Trustee or any other Bond Registrar with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or his duly authorized attorney, may, at the option of the Owner thereof, and upon payment by such Owner of any charges which the Trustee may make as provided in the Indenture, be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity and interest rate of any other authorized denominations.

Each Bond is transferable only upon the books of the City maintained by the Comptroller, which will be kept for that purpose at the principal office of the Trustee, by the Owner thereof in person or by the Owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or the Owner's duly authorized attorney. Upon the transfer of any such Bond, the City will issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, Series and maturity as the surrendered Bond. The Trustee and any other Bond Registrar will cooperate with each other in maintaining accurate Bond registration books of the City at the principal office of the Trustee in accordance with the Indenture and in maintaining a copy thereof at the principal office of the Trustee and any other Bond Registrar.

The City and each Fiduciary may deem and treat the person in whose name any Bond will be registered upon the Bond registration books of the City as the absolute Owner of such Bond, whether such Bond will be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of, and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon such Owner's order will be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary will be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City will execute and the Trustee will authenticate and deliver Bonds in accordance with the provisions of the Indenture. All Bonds surrendered in any such exchanges or transfers will forthwith be canceled by the Trustee and disposed of in accordance with the Charter. For every such exchange or transfer of Bonds, whether temporary or definitive, the City, the Trustee or the Co-Registrar may make a charge sufficient to reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City, the Trustee nor any other Bond Registrar will be required (a) to register the transfer or exchange of Bonds of any Series for a period of 15 days next preceding any selection of Bonds of such Series to be redeemed or thereafter until after the first mailing of any notice of redemption, or (b) to register the transfer or exchange of any Bonds called for redemption.

Security and Sources of Payment

General. The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional, statutory or Charter limitation or provision, and the taxing power of the City is not pledged to the payment of the Series 2026 Bonds, either as to principal or interest.

The Series 2026 Bonds are limited obligations of the City, payable solely from and secured, on a parity with the Outstanding Bonds, by a pledge of (i) the Revenues, subject to the application thereof to the purposes and on the conditions permitted by the Indenture, including for the payment of Operation and Maintenance Expenses, and (ii) the Funds established by the Indenture. None of the properties of the Airport have been pledged or mortgaged to secure payment on the Bonds, including the Series 2026 Bonds.

Revenues. Under the Indenture, “**Revenues**” means collectively, GARB Revenues (as defined herein), Pledged PFC Revenues (as defined herein) and any other available moneys deposited in the Revenue Fund. The Indenture defines “**Net Revenues**” as Revenues less Operation and Maintenance Expenses.

GARB Revenues. The Indenture defines “**GARB Revenues**” as all revenues collected by the City relating to, from or with respect to its possession, management, supervision, operation and control of the Airport, including all rates, charges, landing fees, rentals, use charges, concession revenues, revenues from the sale of services, supplies or other commodities, any investment income realized from the investment of amounts in the Revenue Fund, and any other amounts deposited into the Revenue Fund. GARB Revenues shall not include: (a) any revenue or income from any Special Facilities, except ground rentals thereof or any payments made to the City in lieu of such ground rentals and the revenue or income from Special Facilities which are not pledged to the payment of Special Facilities Indebtedness; (b) any moneys received as grants, appropriations or gifts from the United States of America, the State or other sources, the use of which is limited by the grantor or donor to the planning or the construction of capital improvements, including land acquisition, for the Airport, except to the extent any such moneys are received as payment for the use of the Airport; (c) any Bond proceeds and other money (including investment earnings) credited to the Construction Fund for the financing of capital improvements to the Airport; (d) any interest earnings or other gain from investment of moneys or securities in any escrow or similar account pledged to the payment of any obligations therein specified in connection with the issuance of Refunding Bonds or the defeasance of any Series of Bonds in accordance with the Indenture; (e) any consideration received by the City upon transfer of the Airport pursuant to the Indenture; (f) interest income on, and any profit realized from, the investment of moneys in (i) the Construction Fund or any other construction fund funded from proceeds of Bonds or (ii) the Debt Service Account or the Debt Service Reserve Account if and to the extent there is any deficiency therein; (g) any passenger facility charge or similar charge levied by or on behalf of the Airport against passengers or cargo, including any income or earnings thereon; (h) insurance proceeds which are not deemed to be GARB Revenues in accordance with generally accepted accounting principles (other than proceeds that provide for lost revenue to the Airport for business interruption or business loss); (i) the proceeds of any condemnation or eminent domain award; (j) the proceeds of any sale of land, buildings or equipment; (k) any money received by or for the account of the Airport from the levy of taxes upon any property in the City; and (l) amounts payable to the City under an Interest Rate Exchange Agreement, unless and to the extent designated as GARB Revenues by the City in a Supplemental Indenture.

Pledged PFC Revenues. The Indenture defines “**Pledged PFC Revenues**” as the portion of PFC Revenues that have been pledged to the payment of Bonds pursuant to the terms, and subject to the qualification of the Indenture, designated as PFC-Eligible Projects or PFC-Eligible Debt Service. The Indenture defines “**PFC Revenues**” as the passenger facility charges imposed at the Airport from time to time pursuant to the PFC Act, the regulations thereunder and any record of decision of the Federal Aviation Administration (“**FAA**”) relating to passenger facility charges (the “**PFCs**”) remitted to the City as a result of enplanements at the Airport, including any interest earned thereon.

Pledged PFC Revenues may be decreased or eliminated as a result of the refunding or defeasance of Bonds issued to finance PFC-Eligible Projects (“**PFC Bonds**”). Pledged PFC Revenues for each PFC Year are an amount equal to 125% of the amount of PFC-Eligible Debt Service designated for any series of PFC Bonds. Such pledged amount constitutes Pledged PFC Revenues and are in addition to any PFC Revenues previously or thereafter pledged to the payment of other PFC Bonds. See **APPENDIX C — “Summary of Certain Provisions of the Indenture – Pledged PFC Revenues”** and – “**Elimination of**

or Decrease in the Amount of PFC Revenues” attached hereto. Pledged PFC Revenues are being used solely to pay debt service on the \$263,695,000 The City of St. Louis, Missouri Airport Revenue Refunding Bonds, Series 2005 (Non-AMT) (Lambert-St. Louis International Airport) (the “**Series 2005 Bonds**”); the \$13,235,000 Airport Revenue Bonds, Series 2019A (Non-AMT) (St. Louis Lambert International Airport) (the “**Series 2019A Bonds**”); the \$75,470,000 Airport Revenue Refunding Bonds, Series 2019C (Non-AMT) (St. Louis Lambert International Airport) (the “**Series 2019C Bonds**”); and the \$60,080,000 Airport Revenue Bonds Series 2023A (NON-AMT) (St. Louis Lambert International Airport) (the “**Series 2023A Bonds**”). The Series 2005 Bonds mature in 2031 and after 2031, a portion of the PFC Revenues will be allocated to finance the Airport’s Consolidated Terminal Project (“**CTP**”). See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction - Funding Plan for 5-Year CIP FY2027-2031.”** For information regarding the PFC Program see **APPENDIX I — “The PFC Program”** attached hereto.

The principal sources of Revenues are the rates and charges generated under agreements between the City and the airlines serving the Airport and payments under concession contracts at the Airport. See **“CERTAIN AGREEMENTS FOR USE OF THE AIRPORT’S FACILITIES -- Airport Use and Lease Agreements, Operating Agreements and Cargo Agreements.”**

For a description of the Proposed Amendments relating to, among other things, changes with respect to the definition of “Revenues,” “PFC Revenues” and “Pledged PFC Revenues,” which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– ARTICLE I – DEFINITIONS AND INTERPRETATION.”**

Rate Covenant. Under Article VIII of the Indenture, the City has covenanted that it will, at all times while any Bonds remain outstanding, establish, fix, prescribe and collect rates, fees, rentals and other charges for the use of the Airport as will be reasonably anticipated to provide in each period ending on June 30 of each year (“**Airport Fiscal Year**” “**Fiscal Year**” or “**FY**”) an amount so that Revenues will be sufficient to (i) pay Aggregate Debt Service for such Airport Fiscal Year, (ii) provide funds necessary to make the required deposits in and maintain the several funds and accounts established under the Indenture, and (iii) pay or discharge all indebtedness, charges and liens payable out of the Revenues under the Indenture. See **APPENDIX C — “Summary of Certain Provisions of the Indenture – Particular Covenants of the City – Rates and Charges.”** For further discussion, see also **“CERTAIN AGREEMENTS FOR USE OF THE AIRPORT’S FACILITIES.”** For a description of the Proposed Amendments relating to the rate covenant which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture – ARTICLE VIII – PARTICULAR COVENANTS OF THE CITY.”**

Application of Revenues. Pursuant to the provisions of the Indenture, all Revenues are received by the City, promptly deposited into the Revenue Fund held by the City, and no later than five (5) Business Days before the end of each month, the City deposits Revenues into the following funds and accounts in the following order of priority: (1) the Operation and Maintenance Fund to pay estimated Operation and Maintenance Expenses during the next month; (2) the Bond Fund for credit to (a) the Debt Service Account to maintain in such account at an amount equal to the Accrued Aggregate Debt Service on the Bonds, (b) the Debt Service Reserve Account in an amount sufficient to maintain a balance equal to the Debt Service Reserve Requirement, and (c) the full amount of any deficiency in the Debt Service Reserve Account, which is attributable to a decline in the market value of Investment Securities on deposit in such account until such Investment Securities and any cash therein shall equal the Debt Service Reserve Requirement; (3) the Arbitrage Rebate Fund in order to pay the Rebate Amount when due and payable; (4) any amounts required to pay Subordinated Indebtedness; (5) the Renewal and Replacement Fund in an amount as required by the Indenture and any supplement thereto; (6) the City Sub-Account, an amount determined from time to time by the City, such that if deposits were made in amounts equal to such amount in each

succeeding month during each Fiscal Year, the balance in such Sub-Account shall equal at the end of such Fiscal Year the amounts payable to the City with respect to such Fiscal Year pursuant to the Indenture; (7) to the Debt Service Stabilization Fund to maintain the balance equal to the Debt Service Stabilization Fund Requirement; (8) the Development Fund any remaining GARB Revenues; and (9) the PFC Account any remaining Pledged PFC Revenues. Under the Indenture, as soon as practicable after the end of each Fiscal Year the City shall transfer from the City Sub-Account of the Revenue Fund to the general revenue fund of the City an amount equal to not less than five percent (5%) of the GARB Revenues (excluding, however, from GARB Revenues, for this purpose only, investment income and other non-operating income of the Airport)¹ during the Fiscal Year then last ended, only if the following conditions are satisfied:

- (i) all deposits described in clauses (1) through (6) above have been made;
- (ii) the moneys remaining in the Revenue Fund are not required to make up deficiencies in any of the Funds; and
- (iii) prior to transfer of the final amount payable to the City, the Trustee receives a certificate of an Authorized Officer of the City, accompanied by the Airport's audited financial statements for such Fiscal Year, stating the amount payable to the City for such Fiscal Year and to the effect that: (1) all deposits required to be made pursuant to clauses (1) through (6) described above have been made; and (2) no Event of Default (or other event which, after the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing hereunder.

The percentage of Revenues payable to the City may be increased to the percentage of the gross revenues then required to be paid to the City by public utilities operating within the City if the Trustee receives a Counsel's Opinion to the effect that the amount payable to the City does not violate or conflict with any laws or contractual obligations applicable to the Airport and the City, including, without limitation, the Federal Airport and Airway Improvement Act of 1982 and the United States Department of Transportation Grant Agreements to which the City is a party.

In addition, notwithstanding the above, the amount payable to the City's general revenue fund may be paid in advance in monthly installments so long as (i) such amount is included in the rate base utilized to determine rates and charges payable by air carriers which utilize the Airport, and (ii) each such monthly installment shall not exceed *the lesser of* (1) one-twelfth of eighty percent (80%) of the total amount paid to the City for the prior Fiscal Year or (2) eighty percent (80%) of the amount deposited in such month in the City Sub-Account under the Indenture. If the amount paid to the City prior to the end of the applicable Fiscal Year exceeds the amount the City is entitled to in that Fiscal Year, the City is required to promptly transfer to the Revenue Fund the amount of such excess. The City shall not be entitled to any further payment to the general fund of the City until such excess shall be transferred to the Revenue Fund. Further, moneys accumulated in the City Sub-Account shall be available at any time and from time to time for application to any of the purposes specified in clauses (1) through (6) described above to the extent Revenues are insufficient for such purpose.

¹ If the City fails to or is otherwise unable to make such certification with respect to any Fiscal Year, no additional amount shall be payable to the general fund of the City with respect to such Fiscal Year and the moneys accumulated in the City Sub-Account for such purpose shall thereafter be available for application to any of the purposes specified in clauses (1) through (6) described above until the City does furnish the required certification to the Trustee.

For further details of the flow-of-funds and a summary of the application of Revenues under the Indenture, see **APPENDIX C — “Summary of Certain Provisions of the Indenture – Application of Revenues.”**

Debt Service Reserve Account. The Indenture authorizes the establishment of the Series 2026 Debt Service Reserve Sub-Account for the Series 2026 Bonds within the Airport Bond Fund, held by the Trustee. The Series 2026 Debt Service Reserve Sub-Account is to be applied solely for the purposes specified in the Indenture and is pledged to secure the payment of the accrued Aggregate Debt Service on the Series 2026 Bonds. All of the sub-accounts within the Debt Service Reserve Account are held on a parity basis for the equal and ratable benefit of the Holders of all of the Outstanding Bonds. The Indenture requires that the Debt Service Reserve Account be maintained, as of any date of calculation for the then-Outstanding Bonds, unless otherwise provided in a Supplemental Indenture for a particular Series of Bonds, at an amount which equals the least of: (i) 10% of the proceeds of such Series of Bonds; (ii) 125% of the average annual debt service on such Series of Bonds; or (iii) the maximum annual debt service on such Series of Bonds. Deposits into the Debt Service Reserve Account may be satisfied by a deposit of cash or a letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument issued by a bank, insurance company or other financial institution (the “***Reserve Facility***”) pursuant to the requirements of the Indenture.

Moneys in the Debt Service Reserve Account are to be withdrawn and deposited in the Debt Service Account each month to the extent that the amount in the Debt Service Account is less than the Accrued Aggregate Debt Service on such Bonds after all required transfers to the Debt Service Account pursuant to the Indenture and any transfers from the Debt Service Stabilization Fund. If amounts in the Debt Service Reserve Account are less than the Debt Service Reserve Requirement, or if any Reserve Facility is downgraded below the fourth highest rating category (without giving effect to gradations within a rating category) by any of the Rating Agencies, the Indenture requires that the Debt Service Reserve Account be restored to its requirement from amounts held in the Renewal and Replacement Fund, the Contingency Fund or the Development Fund or by the deposit of a new Reserve Facility rated in one of the three highest rating categories (without giving effect to gradations within a rating category). To the extent that such deficiency has not been made up from amounts in the Renewal and Replacement Fund, the Contingency Fund or the Development Fund, or by deposit of a new Reserve Facility, such deficiency shall be replenished from the first available Revenues after required deposits into the Operation and Maintenance Fund and the Debt Service Account pursuant to the Indenture. The Indenture provides that any such deficiency in the Debt Service Reserve Account shall be replenished over various time periods as specified in the Indenture. Moneys in the Debt Service Reserve Account in excess of the requirement may be withdrawn and applied in accordance with the Indenture. See **APPENDIX C — “Summary of Certain Provisions of the Indenture.”** For a description of the Proposed Amendments relating to the Debt Service Reserve Account which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture – ARTICLE V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF.”**

As of September 28, 2026, the total amount on deposit in the Debt Service Reserve Account, which secures, on a parity basis, all \$640,055,000 Outstanding Bonds issued under the Indenture, was \$96,022,673.60. Such amount is comprised of Reserve Facilities consisting of \$72,661,991.79 of surety bonds provided by qualified financial institutions and the balance consists of cash (which has been invested in accordance with the Indenture). Because of periodic recalculations of the Debt Service Reserve Requirements for Outstanding Series of Bonds required by the Indenture, the amount required to be on deposit in certain Debt Service Reserve Sub-accounts may increase or decrease from time-to-time. The City is meeting its obligations with respect to the Debt Service Reserve Requirement. The amount of the deposit may change over time due to the manner in which the Debt Service Reserve Requirement is calculated. For a description of certain Proposed Amendments relating to the Debt Service Reserve Account which will

become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– ARTICLE V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF.”**

Pursuant to the Twenty-Eighth Supplemental Indenture, the Debt Service Reserve Requirement with respect to the Series 2026 Bonds initially will be \$_____.

Debt Service Stabilization Fund. After making all required monthly deposits to or for the Operation and Maintenance Fund, the Debt Service Account, the Debt Service Reserve Account, the Arbitrage Rebate Fund, the payment of any Subordinated Indebtedness, the Renewal and Replacement Fund and the City Sub-Account in the Revenue Fund, the City will deposit the remaining Revenues in the Revenue Fund (i) in FY2026 and (ii) in each Fiscal Year thereafter, into the Debt Service Stabilization Fund up to an amount sufficient to cause the amount on deposit therein to equal the Debt Service Stabilization Fund Requirement. The Debt Service Stabilization Fund Requirement is an amount equal to 35% of the maximum annual Debt Service on the Bonds due in the then-current or any future Airport Fiscal Year, subject to change as described below. After such deposits, any remaining GARB Revenues will be deposited in the Development Fund, and any remaining unused Pledged PFC Revenues will be deposited in the PFC Account.

Amounts on deposit in the Debt Service Stabilization Fund may be withdrawn and used for (1) monthly transfers to the Trustee for deposit to the Debt Service Account to the extent necessary to replenish any deficiency or deficiencies therein, (2) emergency debt service needs with respect to Outstanding Bonds, Subordinated Indebtedness or other indebtedness issued for Airport purposes and (3) Airport operational emergencies.

Notwithstanding the foregoing, after the Net Revenues for three consecutive Airport Fiscal Years equals at least 1.60 times the Aggregate Adjusted Debt Service for such Airport Fiscal Years, the Comptroller, upon the receipt of a request of the Airport Commission, may determine to reduce or eliminate the Debt Service Stabilization Fund Requirement and/or eliminate the Debt Service Stabilization Fund. For a description of the Proposed Amendments relating to elimination of the Debt Service Stabilization Fund Requirement and certain provisions regarding the use of the moneys on deposit in the Debt Service Stabilization Fund which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture– ARTICLE V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF.”**

The balance in the Debt Service Stabilization Fund was approximately \$38.2 million as of June 30, 2026, including the amounts described above. For additional information regarding the Debt Service Stabilization Fund, see **APPENDIX C — “Summary of Certain Provisions of the Indenture — Description of Funds Established by the Indenture and Debt Service Stabilization Fund.”**

Under the AULAs (as defined herein), the City is using a portion of the Debt Service Stabilization Fund held under the Indenture in order to mitigate rates on an annual basis during the term of the AULAs. In each Fiscal Year in which the City determines to mitigate rates, the City will withdraw an amount not to exceed \$13.7 million from the Debt Service Stabilization Fund and deposit such amount in the Revenue Fund, with the expectation that such amount will be redeposited in the Debt Service Stabilization Fund during the subsequent Fiscal Year. The amounts so deposited in such years will be included in GARB Revenues and the debt service coverage calculations for such years. For additional information see **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Financial Analysis.”**

Outstanding Bonds, Additional Bonds and Refunding Bonds

Outstanding Bonds. The following series of Bonds constitute the Outstanding Bonds under the Indenture, as of August 1, 2026.

<u>Title</u>	<u>Dated Date</u>	<u>Original Amount of Issue</u>	<u>Amount Outstanding</u>
Airport Revenue Refunding Bonds, Series 2005 (Non-AMT)	July 7, 2005	\$263,695,000	\$138,030,000
Airport Revenue Refunding Bonds, Series 2017A (Non-AMT)	June 28, 2017	125,410,000	14,045,000
Airport Revenue Refunding Bonds, Series 2017B (AMT)	June 28, 2017	74,715,000	8,830,000
Airport Revenue Bonds, Series 2017C (Non-AMT)	June 28, 2017	31,700,000	31,700,000
Airport Revenue Bonds, Series 2017D (AMT)	June 28, 2017	26,605,000	26,605,000
Airport Revenue Bonds, Series 2019A (Non-AMT)	June 27, 2019	13,235,000	13,235,000
Airport Revenue Bonds, Series 2019B (AMT)	June 27, 2019	8,440,000	6,075,000
Airport Revenue Refunding Bonds, Series 2019C (Non-AMT)	June 27, 2019	75,470,000	64,040,000
Airport Revenue Refunding Bonds, Series 2022A (Non-AMT)	May 24, 2022	14,335,000	10,035,000
Airport Revenue Bonds, Series 2023A (Non-AMT)	February 9, 2023	60,080,000	40,100,000
Airport Revenue Bonds, Series 2024A (Non-AMT)	June 11, 2024	279,595,000	279,595,000
Airport Revenue Bonds, Series 2024B (AMT)	June 11, 2024	<u>7,765,000</u>	<u>7,765,000</u>
Total		<u>\$981,045,000</u>	<u>\$640,055,000</u>

The City maintains an investor information website at www.stlouis-mo.gov/government/departments/comptroller/investor-relations/index.cfm containing information on indebtedness of the City. *However, information on this website has not been verified for accuracy, timeliness, or completeness, and is not a part of this Official Statement. No such information is incorporated herein by this reference.*

Additional Bonds. Additional Bonds, equally and ratably secured under the Indenture on a parity with Outstanding Bonds, including the Series 2026 Bonds, may be authorized and issued by the City upon satisfaction of certain conditions for the purpose of providing funds for costs of construction of Additional Projects, consisting of the extension, improvement, acquisition, construction and enlargement of the Airport. The City may issue Additional Bonds for an Additional Project only if (i) sufficient bonding authority remains pursuant to the Voter Approval and (ii) the Additional Bonds Test under the Indenture is met, including receipt by the Trustee of certain certificates, reports, and information, including, but not limited to, the following:

1. An Accountant's Certificate setting forth (a) the Net Revenues of the Airport for any period of twelve (12) consecutive calendar months out of the eighteen (18) months next preceding the authentication and delivery of such Additional Bonds, and (b) the Aggregate Adjusted Debt Service for such twelve (12) month period, and demonstrating that for such twelve (12) month period that Net Revenues equaled at least 1.25 times the Aggregate Adjusted Debt Service; and
2. A certificate of an authorized officer of the City demonstrating that, among other things, the estimated Net Revenues of the Airport for each of the three Fiscal Years following the Fiscal Year in which the Additional Project will be completed is at least equal to 1.25 times Aggregate Adjusted Debt Service for each of such three Fiscal Years.

The Indenture contains a covenant (applicable so long as certain Bonds authorized thereby are Outstanding) which provides that the amount of Pledged PFC Revenues that may be counted for the purpose of meeting the Additional Bonds Test for any Fiscal Year may not exceed 125% of the sum of the outstanding and proposed PFC-eligible debt service for such Fiscal Year.

The Series 2026 Bonds are being issued as Additional Bonds.

See APPENDIX C — “Summary of Certain Provisions of the Indenture – Additional Bonds.”

Refunding Bonds. Refunding Bonds, equally and ratably secured under the Indenture on a parity with Outstanding Bonds, including the Series 2026 Bonds, may be authorized and issued by the City upon satisfaction of certain conditions, for the purpose of refunding all or a portion of the principal and/or interest components of Outstanding Bonds, Subordinated Indebtedness (described below) or Special Facilities Indebtedness (described below).

Refunding Bonds may be issued only upon receipt by the Trustee of certain certificates, reports, and information, including, but not limited to, either of the following: (1) a certificate of an Authorized Officer of the City setting forth (a) the Aggregate Debt Service and the Aggregate Adjusted Debt Service for the then current and each future Fiscal Year to and including the Fiscal Year next preceding the date of the latest maturity of any Bonds of any Series then Outstanding (i) with respect to the Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such Refunding Bonds and (ii) with respect to the Bonds of all Series to be Outstanding immediately thereafter, and (b) that the Aggregate Debt Service and the Aggregate Adjusted Debt Service set forth for each Airport Fiscal Year pursuant to (ii) above are not greater than the corresponding amounts set forth for such Airport Fiscal Year pursuant to (i) above; or (2) the certificates required by the Indenture evidencing that the Additional Bonds Test has been met, considering, for all purposes of such test, that such Refunding Bonds are Additional Bonds, subject to certain exceptions.

The Series 2026 Bonds are not being issued as Refunding Bonds.

See APPENDIX C — “Summary of Certain Provisions of the Indenture.”

Subordinated Indebtedness and Special Facilities Indebtedness

The Indenture permits the City to issue or refund bonds, notes, commercial paper, certificates, warrants or other evidence of indebtedness payable as to principal and interest from the Revenue Fund and the Revenues, subject and subordinate to the deposits and credits required to be made therefrom to the Debt Service Account and the Debt Service Reserve Account, and to secure such bonds, notes, commercial paper, certificates, warrants or other evidences of indebtedness and the payment thereof by a lien and pledge on the Revenues junior and inferior to the lien and pledge on the Revenues created under the Indenture for the payment of and security on the Bonds (the “**Subordinated Indebtedness**”). As of October 27, 2026, there was an aggregate principal amount of outstanding Subordinated Indebtedness of \$73,880,000 in the form of Junior Lien Bank Notes.

At any time after authorization, but prior to the issuance of Subordinated Indebtedness, the City must furnish to the Trustee a certificate of the City with respect to the specific principal amount of Subordinated Indebtedness proposed to be issued (the “**Certified Amount**”) that provides as follows: annual estimated Net Revenues available, after payment of Debt Service of the Outstanding Bonds, for each of the three Airport Fiscal Years following the Airport Fiscal Year in which it is estimated that the Airport has beneficial occupancy of the Airport project to be financed or refinanced (in whole or in part) from the proceeds of such Certified Amount, will be at least equal to 1.10 times the sum of (1) estimated debt service

on the Certified Amount proposed to be issued, (2) debt service on all outstanding Subordinated Indebtedness, and (3) estimated debt service on any other previously Certified Amounts to the extent that such Certified Amounts are not outstanding but are still authorized and available to be issued.

The Indenture permits the issuance of obligations other than Bonds by the City or otherwise (“**Special Facilities Indebtedness**”) for the purpose of financing capital improvements or facilities to be located on Airport property, provided that such Special Facilities Indebtedness is not payable from Revenues. Special Facilities Indebtedness must be payable solely from rentals and other charges derived from a lease, sale or other agreement with the person, firm or corporation utilizing such Special Facilities. Prior to the issuance of the Special Facilities Indebtedness, there must be filed with the Trustee a certificate of the Airport Consultant certifying that (i) the estimated rentals, payments and other charges (including interest earnings on any reserves) to be paid with respect to such Special Facilities will be at least sufficient to pay the principal of and interest on such Special Facilities Indebtedness, together with all costs of operating and maintaining the Special Facilities and all required sinking fund, reserve and other payments; and (ii) the construction and operation of the Special Facilities to be financed will not decrease the Revenues presently projected to be derived from the Airport. The City is required to charge a fair and reasonable rental for the land upon which any Special Facilities are to be constructed, and such ground rent will be deemed Revenues of the Airport. There currently is no Special Facility Indebtedness outstanding, and the City has no current plans to incur any such Indebtedness. See **APPENDIX C — “Summary of Certain Provisions of the Indenture.”**

For a description of the Proposed Amendments with respect to the issuance of, and security for, Subordinated General Revenue Bonds (as defined in the Proposed Third Amended and Restated Indenture) and Special Facilities Indebtedness which will become effective on the Transition Date, see **APPENDIX D — “Proposed Third Amended and Restated Indenture – Article III – AUTHORIZATION AND ISSUANCE OF BONDS GENERALLY and Article V – ESTABLISHMENT OF FUNDS AND ACCOUNTS AND APPLICATION THEREOF.”**

BOND INSURANCE

Bond Insurance Policy

Concurrently with the issuance of the Series 2026 Bonds, Assured Guaranty Inc. (“**AG**”) will issue its Municipal Bond Insurance Policy (the “**Policy**”) for the Series 2026 Bonds. The Policy guarantees the scheduled payment of principal of and interest on the Series 2026 Bonds when due as set forth in the form of the Policy included as an appendix to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, Maryland, California, Connecticut or Florida insurance law.

Assured Guaranty Inc.

AG is a Maryland domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“**AGL**” and together with its subsidiaries, “**Assured Guaranty**”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “**AGO**.” AGL, through its subsidiaries, provides credit enhancement products to the U.S. and non-U.S. public finance (including infrastructure) and structured finance markets, and participates in the asset management business through ownership interests in Sound Point Capital Management, LP and certain of its investment management affiliates, and in the annuity reinsurance business through Assured Life Reinsurance Ltd. Only AG is obligated to pay claims under the insurance policies AG has issued, and not AGL or any of its shareholders or other affiliates.

AG's financial strength is rated "AA" (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**"), "AA+" (stable outlook) by Kroll Bond Rating Agency, Inc. ("**KBRA**") and "A1" (stable outlook) by Moody's Investors Service, Inc. ("**Moody's**"). Each rating of AG should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including withdrawal initiated at the request of AG in its sole discretion. In addition, the rating agencies may at any time change AG's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AG. AG only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AG on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

Current Financial Strength Ratings

On August 3, 2026, KBRA announced that it had affirmed AG's insurance financial strength rating of "AA+" (stable outlook).

On July 27, 2026, Moody's announced that it had affirmed AG's insurance financial strength rating of "A1" (stable outlook).

On July 17, 2026, S&P announced that it had affirmed AG's financial strength rating of "AA" (stable outlook).

AG can give no assurance as to any further ratings action that S&P, Moody's and/or KBRA may take. For more information regarding AG's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2025.

Capitalization of AG

At June 30, 2026:

- The policyholders' surplus of AG was approximately \$3,088 million.
- The contingency reserve of AG was approximately \$1,569 million.
- The net unearned premium reserves and net deferred ceding commission income of AG and its subsidiaries (as described below) were approximately \$2,411 million. Such amount includes (i) 100% of the net unearned premium reserve and net deferred ceding commission income of AG and (ii) the net unearned premium reserves and net deferred ceding commissions of AG's wholly owned subsidiary Assured Guaranty UK Limited ("**AGUK**"), and its 99.9999% owned subsidiary Assured Guaranty (Europe) SA ("**AGE**").

The policyholders' surplus, contingency reserve, and net unearned premium reserves and net deferred ceding commission income of AG were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGUK and AGE

were determined in accordance with accounting principles generally accepted in the United States of America.

Incorporation of Certain Documents by Reference

Portions of the following documents filed by AGL with the SEC that relate to AG are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

(i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2025 (filed by AGL with the SEC on February 27, 2026);

(ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2026 (filed by AGL with the SEC on May 8, 2026); and

(iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2026 (filed by AGL with the SEC on August 7, 2026).

All information relating to AG included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof “furnished” under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC’s website at <http://www.sec.gov>, at AGL’s website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Inc.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL’s website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AG included herein under the caption “BOND INSURANCE – Assured Guaranty Inc.” or included in a document incorporated by reference herein (collectively, the “**AG Information**”) shall be modified or superseded to the extent that any subsequently included AG Information (either directly or through incorporation by reference) modifies or supersedes such previously included AG Information. Any AG Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

Miscellaneous Matters

AG makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AG has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AG supplied by AG and presented under the heading “**BOND INSURANCE.**”

PLAN OF FINANCE

General

The proceeds of the Series 2026 Bonds will be used to: (i) finance a portion of the costs of the 2026 Projects (as defined herein), (ii) refund all or a portion of the outstanding Junior Lien Bank Notes, (iii) fund the Series 2026 Debt Service Reserve Sub-Account, (iv) finance all or a portion of capitalized interest

on the Series 2026 Bonds, and (v) pay certain of the costs of issuing the Series 2026 Bonds. See “**INTRODUCTION – Use of Proceeds**” and “**SOURCES AND USES OF FUNDS.**”

The 2026 Projects

The 2026 Projects will fund a portion of the costs of the construction, extension and improvement of the Airport and reimburse the City for certain prior Airport capital expenditures pursuant to the Airport’s Five-Year Capital Improvement Program, all as described in more detail in **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – Funding Plan for Series 2026 Projects”** (the “*2026 Projects*”). See also “**SOURCES AND USES OF FUNDS**” and “**AIRPORT CAPITAL IMPROVEMENT PROGRAMS.**”

Junior Lien Bank Notes

The City plans to refinance or refund approximately \$73,880,000 principal amount of Junior Lien Bank Notes issued under the Junior Lien Indenture from a portion of the proceeds of the Series 2026 Bonds.

SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of the proceeds of the Series 2026 Bonds and other available funds:

	<u>Series 2026A</u>	<u>Series 2026B</u>	<u>Series 2026C</u>	<u>Total</u>
Sources:				
Par Amount				
Original Issue Premium				
Original Issue Discount				
Other Sources				
Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Uses:				
Deposit to Construction Fund				
Deposit to Debt Service Reserve				
Sub-Account				
Deposit to Defease Junior Lien				
Bank Notes				
Capitalized Interest				
Costs of Issuance ¹	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Total	<u> </u>	<u> </u>	<u> </u>	<u> </u>

¹ Includes Underwriters’ discount and legal, accounting, administrative, miscellaneous fees and expenses, and premiums for the Policy.

DEBT SERVICE REQUIREMENTS

The following table summarizes the debt service payments to be made by the City for all Outstanding Bonds, including net debt service on the Series 2026 Bonds, based on when payments are required to be sent to the Trustee.

Period Ending July 1	Outstanding Bonds Debt Service	Series 2026A Bonds		Series 2026B Bonds		Series 2026C Bonds		Total Net Debt Service
		<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	
2027	\$66,067,680							
2028	61,440,542							
2029	70,817,538							
2030	70,824,688							
2031	70,826,488							
2032	46,966,788							
2033	40,833,788							
2034	40,828,788							
2035	30,922,538							
2036	30,922,538							
2037	30,925,538							
2038	29,994,788							
2039	29,995,288							
2040	30,001,038							
2041	30,005,038							
2042	29,995,538							
2043	29,991,288							
2044	30,000,038							
2045	29,994,038							
2046	29,994,313							
2047	29,992,375							
2048	25,890,650							
2049	25,891,288							
2050	24,461,438							
2051	24,459,988							
2052	24,456,338							
2053	21,667,875							
2054	21,670,975							
2055	0-							
2056	0-							
Total	\$1,029,839,197							

¹ Net of capitalized interest

² Rounded to the nearest dollar.

Note: totals may not add up exactly due to rounding.

THE CITY OF ST. LOUIS, MISSOURI

General

The City of St. Louis, Missouri, a Constitutional Charter City and a County, is organized and exists under and pursuant to its Charter and the Constitution and laws of the State. The Airport is owned by the City and operated by the Airport Authority, under the supervision of the Airport Commission. The Airport Authority was created by ordinance of the Board of Aldermen.

The City is located on the Mississippi River, the eastern boundary of the State, just below its confluence with the Missouri River. The City occupies approximately 61.4 square miles of land, and its area has remained constant since 1876. The City is popularly known as the “Gateway to the West,” due to its central location and historical role in the nation’s westward expansion. Commemorating this role is the 630-foot stainless steel Gateway Arch, the world’s tallest man-made monument, which is the focal point of the 86-acre Gateway Arch National Park on the downtown riverfront.

Government

The City’s system of government is provided for by its Charter, which first became effective in 1914 and has subsequently been amended from time to time by the City’s voters.

The Mayor, elected to a four-year term, is the chief executive officer of the City. The Mayor appoints most department heads, municipal court judges, and various members of the City’s boards and commissions. With the exception of the police department, the Mayor possesses the executive powers of the City, which are exercised by the boards, commissions, officers and departments of the City under the Mayor’s general supervision and control. In March 2025, the State assumed control of the Metropolitan Police Department, City of St. Louis (the “**Police Department**”), placing the Police Department under the control of the Governor appointed, six-member Board of Police Commissioners, with the City’s Mayor holding a voting seat on the Board.

The Comptroller is the City’s chief fiscal officer and is elected at large to a four-year term. The Comptroller is, by Charter, Chairperson of the Department of Finance for the City and has broad investigative audit powers over all City departments and agencies. The Comptroller has administrative responsibility for all of the City’s contracts, financial departments and accounting procedures.

The legislative body of the City is the Board of Aldermen. Historically, the Board of Aldermen was comprised of 28 Aldermen and a President. One Alderman was elected from each of the City’s 28 wards to serve a four-year term, and Aldermen were elected for one-half of the wards every two years. Terms were staggered, with elections held biennially. The President of the Board of Aldermen was elected at large to serve a four-year term. Pursuant to an amendment to the City Charter, approved by the voters of the City in 2012, the number of wards was reduced to 14 beginning in 2022 after the completion of the 2020 Census. On December 14, 2021, the Board of Aldermen passed legislation that divided the City into 14 wards, as required by the 2012 amendment to the City Charter. Further, pursuant to the amendment, Aldermen from odd-numbered wards elected in 2021 would serve two-year terms. At the municipal election held on April 4, 2023, a President and 14 Aldermen were elected with Aldermen elected from odd-numbered wards serving a term of two years and Aldermen elected from even-numbered wards serving a term of four years. In April 2025, Aldermen elected from odd-numbered wards returned to four-year terms.

The Board of Estimate and Apportionment is primarily responsible for the finances of the City. The Board of Estimate and Apportionment is comprised of the Mayor, the Comptroller and the President of the Board of Aldermen.

While most governmental functions of the City are controlled by the Mayor, the Comptroller, the Board of Estimate and Apportionment and the Board of Aldermen, the appointment of certain officials, including the Board of Election Commissioners, is made by the Governor of the State. The Sheriff, Treasurer, Collector of Revenue, License Collector, Circuit Clerk, Circuit Attorney, Public Administrator, and Recorder of Deeds of the City are elected independently to four-year terms.

THE AIRPORT

The Airport is located in St. Louis County, Missouri, near the center of the St. Louis Missouri-Illinois metropolitan area and approximately 15 miles northwest of the City's central business district. The Airport is currently classified by the FAA as a "Medium Hub" airport meaning it enplaned at least 0.25% but less than 1% of the total passenger enplanements in the United States in calendar year 2025.

The Airport was originally established by Major Albert Bond Lambert and other aviation pioneers on a 160-acre site. It was acquired by the City in 1929 and subsequently expanded to approximately 3,675 acres. In 2017, the Airport's name officially changed to St. Louis Lambert International Airport.

In calendar year 2025, the Airport enplaned approximately 7.5 million passengers, which accounted for approximately 0.77% of total U.S. enplanements. According to the FAA's current ranking of U.S. commercial service airports for calendar year 2025, the Airport was the 35th largest in terms of total passenger enplanements. See **APPENDIX A — "Financial Feasibility Report of the Airport Consultant – Introduction – The Airport."**¹

Post COVID-19 Recovery

Like nearly all U.S. airports, the Airport experienced an unprecedented decline in passenger traffic during 2020 due to the impact of the COVID-19 pandemic. Since then, passenger activity has recovered steadily, supported by strong leisure travel demand, expanding airline capacity, improving business travel, and continued economic growth. By FY2025, passenger traffic had largely recovered and entered a new phase of long-term growth at the Airport, driven primarily by regional demand and airline network development rather than recovery effects. Enplanements recovered to 7.8 million in FY2024 but plateaued at 7.7 million in FY2025, about 2% below the Airport's pre-pandemic 2019 level.

The post-pandemic recovery and subsequent growth in seat capacity at the Airport is due largely to Southwest Airlines ("**Southwest**" or "**Southwest Airlines**"), which has consistently held the significant majority of daily scheduled seats throughout the Airport's sampled history. Despite a 37.8% loss from FY2019 to FY2021, Southwest's steady recovery allowed the airline's daily seats (as well as the Airport's daily seats as a whole) to surpass their FY2019 levels by FY2024. Though FY2026 brought a minor decrease, the Airport's total daily scheduled seats still remain 2.3% higher than FY2019, with a daily average of 27,692 scheduled seats. Southwest, United ("**United**" or "**United Airlines**"), and the "Other" category also remain above pre-pandemic levels, though American Airlines ("**American**" or "**American Airlines**") and Delta Air Lines ("**Delta**" or "**Delta Air Lines**") have not fully recovered.

The Airport's daily departures have not returned to pre-pandemic levels as a whole, nor for any of the airlines, with the exception of Southwest. As of FY2026, Southwest operated a daily average of 110 departures, which is equal to its FY2019 level. Overall, the Airport operated a total daily average of 196 departures as of FY2026, which remains about 17.2% below its FY2019 level.

The lower number of total daily departures is offset by aircraft serving the Airport utilizing more capacity, as shown by the average seats per departure increasing from 115 in FY2019 up to 141 as of FY2026. This trend reflects airlines' efforts to optimize their networks in response to passenger demand

¹ Please note that other enplanement statistics contained in this Official Statement are based on the Airport's Fiscal Years and will vary slightly from the calendar year amounts cited herein.

and fleet availability. Rather than adding substantial numbers of flights, airlines have increasingly expanded capacity by upgauging aircraft, reflecting industry-wide efforts to improve operating efficiency while addressing aircraft delivery delays and other supply constraints.

See **“APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Historical Enplanement Trends at STL” and – “Scheduled Passenger Airline Service.”**

Airport Activity

As of FY2026, Southwest Airlines operated an average of 110 scheduled departures per day; American operated an average of 31 scheduled departures per day; Delta operated an average of 21 scheduled departures per day; United operated an average of 21 scheduled departures per day; and all other carriers combined operated an average of 13 scheduled departures per day. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Scheduled Passenger Airline Service.”**

Domestic passenger traffic continues to account for the substantial majority of the Airport’s commercial aviation activity. Since FY2007, domestic traffic consistently accounted for a 97-98.8% share. International traffic remains a relatively small share of total enplanements, but it has become an increasingly important component of the Airport’s service profile and long-term market development.

International enplanements reached their largest share size in FY2026, at 3.2% with roughly 243,000 enplanements (versus roughly 7.3 million domestic enplanements).

Recent international service additions have strengthened the Airport’s connectivity. British Airways began nonstop service between the Airport and London in FY2026, adding a new transatlantic market and improving access to Europe and beyond through British Airways’ global network. Lufthansa also expanded its Frankfurt, Germany service, further enhancing the Airport’s European connectivity. **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – “Introduction – 2025 STL Annual Report Highlights” and “Commercial Aviation Activity – Historical Enplanement Trends at STL - Domestic and International Traffic.”**

Unlike passenger traffic, air cargo traffic did not suffer a decline in FY2020 during the COVID-19 pandemic. Total air cargo growth accelerated due to a surge in demand for the shipment of medical supplies, a surge in e-commerce, and bottlenecks in other transportation modes. In FY2022, air cargo reached its peak of nearly 112,000 short tons, however, was followed by a substantial decline through the next two years, and continued turning upwards in FY2026 to reach a total of just over 82,000 short tons. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity - Air Cargo.”**

Enplanements declined slightly more steeply than the U.S. total when the COVID-19 pandemic broke out. Since FY2021, the Airport’s passenger traffic has recovered broadly in line with, and in some years slightly ahead of, the national system. As the industry’s recovery has matured, recent growth has increasingly reflected traditional demand drivers including regional economic conditions, airline capacity decisions, and service expansion—rather than the lifting of pandemic-related travel restrictions. The Airport’s current traffic trends demonstrate the resiliency of its predominantly origin-and-destination passenger base.

See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Economic Environment - Demographics”** for additional information on the air service area, including its population,

age distribution, foreign-born population, educational attainment, and income characteristics, the state of the local economy and local air service demand at the Airport. Positive trends in these attributes help increase local economic activity and demand for air service at the Airport.

As of FY2026, enplanements at the Airport have not fully returned to FY2019 pre-pandemic levels. The U.S. system has grown by 5.8% beyond its FY2019 level as of FY2026. However, FY2026 data show a declining trend at the Airport (-2.6%) and nationwide (-0.8%).

Information in the table below shows annual enplanements, in thousands, for FY2019 through FY2026.

AIRPORT ANNUAL ENPLANEMENTS

Fiscal Year	Enplanements (1,000s)	Annual Growth Rate
2019	7,915	4.0%
2020	5,771	-27.1%
2021	3,505	-39.3%
2022	6,297	79.7%
2023	7,183	14.1%
2024	7,771	8.2%
2025	7,747	-0.3%
2026	7,544	-2.6%

Sources: Airport records and U.S. Bureau of Transportation Statistics. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Airline Market Shares (Table 19).”**

Cash and Liquidity

At the beginning of FY2026, July 1, 2025, the Airport had 415 days cash on hand for operations. At the beginning of FY2027, July 1, 2026, the Airport had an estimated 342 days cash on hand for operations.

Service Area

The Airport’s primary service area consists of the St. Louis, MO-IL, Metropolitan Statistical Area (the “**St. Louis MSA**”). The St. Louis MSA has an aggregated population of more than 2.8 million people and includes the City; Franklin, Jefferson, Lincoln, St. Charles, St. Louis, and Warren counties in Missouri; and Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe, and St. Clair counties in Illinois. Because of its distant location from other comparable service airports, the nearest one being a 3.5-hour drive away, the Airport’s catchment area extends out to include nearly six million residents.

The Airport is the larger of two commercial service airports in the St. Louis MSA. The other airport, MidAmerica Airport (“**MidAmerica**”), is located on the grounds of Scott Air Force Base (“**Scott AFB**”) in St. Clair County, Illinois. MidAmerica has access rights to Scott AFB runways for joint military and civilian use. In exchange for those rights, MidAmerica is responsible for maintenance of the east runway. MidAmerica can accommodate large jet aircraft, has a four-gate passenger terminal and is served by one passenger airline which does not operate out of the Airport.

The FAA identifies six general aviation reliever airports for the Airport: Spirit of St. Louis Airport in west St. Louis County, Missouri; St. Louis Downtown Parks Airport in Cahokia, Illinois; St. Louis Regional Airport in Bethalto, Illinois; St. Charles County/Smart Airport in St. Charles County, Missouri; Creve Coeur Airport in St. Louis County, Missouri, and Mid-America St. Louis Airport in Mascoutah, Illinois.

Airfield Facilities and Enplanements

The airfield at the Airport provides four all-weather runways and each runway end is served with an instrument landing system. Landings can be performed in all weather conditions, including the most inclement and adverse situations. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction - The Airport.”**

Terminal Facilities

The Airport’s terminal facilities include Terminal 1 and Terminal 2. Terminal 1 contains approximately 1.07 million usable square feet of building space and is comprised of the Terminal 1 domes and four concourses (Concourses A, B, C and D) with 65 aircraft gates in a mixed configuration. Terminal 2 has approximately 340,000 square feet of building space with 19 aircraft gates.

Terminal 1 has two active concourses, A and C. Concourse A has 15 gates: six are leased by Delta Air Lines, five by United Airlines, one by Air Canada, two City Gates are available for lease or per-turn use, and one gate is not currently in use. Concourse C has 29 gates: one is leased by Southern Airways Express, one by Alaska Airlines, seven by American Airlines, and two by Frontier Airlines. Four are available for lease or per-turn use, and 14 gates in Concourse C are not currently in use. Concourse B is available for rental on an occasional basis as a public event space and is not currently in use for airline purposes, but is available as a hold room space for passenger airlines. Concourse D has 12 gates available that are inactive at this time.

Terminal 2 consists of one concourse with 19 gates. Southwest Airlines leases 17 gates in Terminal 2. One City Gate is available for lease or per-turn use. Both Lufthansa, which began non-stop service to Germany in June 2022, and British Airways, which began non-stop service to London in April 2026, currently use the City Gate on a per turn basis. Three of the Terminal 2 gates (one City Gate and two Southwest leased gates) are available for arriving flights requiring United States Customs and Border Protection services. There is one currently unused gate in Terminal 2.

MetroLink, the metropolitan area’s light rail system, currently serves the Airport with two stations, one at Terminal 1 and the other at Terminal 2, which provides another mode of transportation to and from the Airport.

Public Parking

The Airport currently has 9,048 public parking spaces. The Terminal 1 and Terminal 2 parking garages have a total of 3,079 garage spaces and surface parking lot spaces total 5,969. In addition to the public parking spaces, the Airport operates two free cell phone parking lots that are open to the public, one is west of Terminal 1, and one is east of Terminal 2. The Airport has set aside 26 parking spaces in the Terminal 2 parking garage for the reserved parking as an added enhancement. The reserved parking program participants pay a premium rate for each reserved space. See also **“CERTAIN AGREEMENTS FOR USE OF THE AIRPORT’S FACILITIES – Concession Agreements.”**

Other Facilities

The other Airport facilities owned by the City at the Airport include two off-site office buildings, five warehouse-type buildings designed for the handling and processing of air cargo and other related uses totaling 134,673 square feet located southeast of and connected to the airfield in “Cargo City” and leased to various tenants, eleven shops and service buildings, and hangars leased by American Airlines, GoJet Airlines, and Signature Aviation. In 2016, one of two office buildings was leased on a long-term basis to the Missouri Air National Guard (“**MOANG**”). In 2018, the City took possession of the former MOANG base site which had been leased by the federal government for decades and demolition was substantially completed in August 2026.

Southwest Airlines has a long-term lease on three buildings in Cargo City, one of which is known as the Southwest Provisioning Center at Lambert Airport and is dedicated exclusively to supporting Southwest's St. Louis operations. The lease expires on December 31, 2031, with one five-year renewal option that Southwest Airlines may exercise, subject to the City's approval. The Southwest Provisioning Center at Lambert Airport is an on-site or near-airport warehouse facility operated by Southwest Airlines ground operations to store, organize, and dispatch the essential cabin supplies needed for flights. The facility houses a workforce of approximately 68 employees across an expansive 44,847 square foot layout. This space combines 20,247 square feet of fully enclosed interior space across two floors, comprising 18,324 square feet on the lower level and 1,923 square feet on the upper level, with a substantial 24,600 square feet of unenclosed space. This integrated structure provides a balanced environment for administrative duties, secure indoor storage, and active outdoor staging essential to local airline operations.

The City-owned cargo handling facility has active leases with Federal Express (“**FedEx**”), United Parcel Service (“**UPS**”), and PrimeFlight (the cargo handler for Amazon.com, Inc.). The buildings have 139,340 square feet of cargo space, 338,740 square feet of vehicle parking space and 566,209 square feet of aircraft apron space. The lease agreements for all three, which run concurrently with the AULA, will expire June 30, 2027. The facility is fully leased.

Spire Inc. leases a parcel of land from the City for the purpose of operating a compressed natural gas fueling station owned by the City. Under the terms of its lease, Spire Inc. pays the City a set ground rental plus a royalty percentage.

In January 2017, the City entered into a long-term lease agreement with Enterprise Leasing Company of St. Louis, LLC for a formerly vacant parking lot known as the “**Springdale Lot**,” consisting of 17.86 acres of paved land with a small building. The Springdale Lot is used for vehicle storage.

The airline fuel consortium STL Fuel Company, LLC currently leases almost eight acres of City property and, in March 2021, completed the development of a replacement fuel farm. The new fuel farm occupies approximately 4,300 square feet and holds nearly three million gallons of above-grade jet fuel. This facility provides approximately twice the fuel storage capacity of the previous fuel farm.

In August 2023, the Airport Commission approved a proposal allowing the Boeing Company (“**Boeing**”) to lease approximately 185 acres of land for its defense aircraft assembly and testing operations. The proposed facility that is being constructed on the site is expected to be approximately 1.5 million square feet and is scheduled to be completed in 2027. The lease also allows Boeing to exercise an option (by the end of 2026) to undertake, for its expansion, a lease of the eastern portion of the northern tract site. Other structures at the Airport that are owned by Boeing are subject to ground leases from the City.

See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant — Introduction — The Airport”** and **“5-Year Capital Improvement Program”**.

Air Carrier Service

Listed below are scheduled air carriers currently serving the Airport (as of July 21, 2026).

Major Air Carriers

Air Canada¹
Alaska Airlines¹
American Airlines, Inc.¹
British Airways¹
Delta Air Lines, Inc.¹
Frontier Airlines Inc.¹
Southwest Airlines Co.¹
United Airlines, Inc.¹
Lufthansa¹

Regional Air Carriers

Champlain Enterprises, LLC d/b/a CommutAir²
Envoy² (American)
Jazz Air
Mesa² (American, United)
Sun Country Inc., d/b/a Sun Country Airlines^{3 4}
Piedmont Airlines, Inc. (American)²
Pinnacle (Delta) (known as Endeavor Air)²
PSA² (American)
Republic² (American, United)
SkyWest² (Alaska, Delta, United)
Southern Airways Express
Swift Air⁴
Viva Aerobus⁴
Horizon Air Industries

Air Cargo Carriers

ABX Air Inc.
Air Transport International
Federal Express¹
PrimeFlight
Sun Country Airlines⁵
United Parcel Service¹
Kalitta Charters

¹ Signatory Airline (holds current AULA).

² Non-Signatory Airline (holds current Operating Agreement and Terminal Building Space Permit) that has been named a Designated Affiliate of a Signatory Airline.

³ Non-Signatory Airline that has not been named a Designated Affiliate of a Signatory Airline.

⁴ Currently serves charter flights only.

⁵ Merged with Allegiant Air on May 13, 2026.

Source: Airport records.

See APPENDIX A — “Financial Feasibility Report of the Airport Consultant — Commercial Aviation Activity – Air Carriers.”

Recent developments include the addition of a new foreign flag carrier, British Airways, which began flights between the Airport and London in April 2026. However, affiliate airline Avelo Airlines and cargo airline Atlas Air both ended service at the Airport during FY2025 and Spirit Airlines ended service during FY2026, having completely shut down on May 3, 2026, after multiple bankruptcies. See APPENDIX A — “Financial Feasibility Report of the Airport Consultant — Commercial Aviation Activity – Air Carriers.”

Airline Market Shares

Based on FY2026 enplanements, Southwest Airlines is currently the dominant carrier at the Airport, accounting for 62.8% of the enplanements, followed by American Airlines and its affiliates, which accounted for 13.4% of the enplanements, Delta Air Lines which accounted for 9.7% of the enplanements and United Airlines, which accounted for 7.3% of the enplanements.

The number (in thousands) of enplanements and corresponding shares of the four largest carriers (including affiliate airlines) were as set forth below for Fiscal Years 2019 through 2026:

Enplanements*	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Southwest	4,801	3,489	2,161	3,636	4,410	4,929	4,945	4,741
American	1,195	921	564	1,078	1,089	1,037	1,024	1,008
Delta	845	608	313	638	716	756	725	728
United	520	378	206	387	394	522	554	550
All Others	554	375	261	558	573	528	498	517
Total Enplanements	7,915	5,771	3,505	6,297	7,183	7,772	7,746	7,544
Market Share	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Southwest	60.7%	60.5%	61.7%	57.7%	61.4%	63.4%	63.8%	62.8%
American	15.1%	16.0%	16.1%	17.1%	15.2%	13.3%	13.2%	13.4%
Delta	10.7%	10.5%	8.9%	10.1%	10.0%	9.7%	9.4%	9.7%
United	6.6%	6.5%	5.9%	6.2%	5.5%	6.7%	7.2%	7.3%
Major Airline Market Share	93.0%	93.5%	92.6%	91.1%	92.0%	93.1%	93.6%	93.2%
All Others	7.0%	6.5%	7.4%	8.9%	8.0%	6.8%	6.4%	6.8%

Note: American, Delta and United enplanements include their regional affiliates.

*Totals may vary due to rounding.

Source: Airport records.

See APPENDIX A — “Financial Feasibility Report of the Airport Consultant — Commercial Aviation Activity – Airline Market Shares (Table 19).”

Passenger Enplanements

Passenger enplanements at the Airport are categorized as either origination and destination (“*O&D*”) activity or connecting activity. The following table shows the O&D activity and connecting activity for the period from FY2021 through FY2026. O&D activity is influenced by local market factors and trends which track economic and demographic trends. Connecting activity is determined primarily by airlines’ network strategies.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT O&D AND CONNECTING ENPLANEMENTS Fiscal Years 2021 – 2026 (In thousands)

<u>Fiscal</u> <u>Year</u>	<u>O&D</u>		<u>Connecting</u>		<u>Total Enplanements*</u>
	<u>Actual</u>	<u>Share</u>	<u>Actual</u>	<u>Share</u>	
2021	2,808	80.1%	697	19.9%	3,505
2022	5,092	80.9	1,205	19.1	6,297
2023	5,686	79.2	1,496	20.8	7,182
2024	5,980	77.0	1,791	23.0	7,771
2025	5,892	76.1	1,855	23.9	7,747
2026	5,831	77.3	1,713	22.7	7,544

*Totals may vary due to rounding.
Source: Airport records.

See APPENDIX A — “Financial Feasibility Report of the Airport Consultant — Commercial Aviation Activity – O&D and Connecting Traffic (Table 15).”

CERTAIN AGREEMENTS FOR USE OF THE AIRPORT’S FACILITIES

Airport Use and Lease Agreements, Operating Agreements and Cargo Addenda

On July 1, 2016, the City entered into substantially identical AULAs or Airline Operating Agreements (individually with respect to each air carrier, an “*Operating Agreement*” and, collectively with respect to all applicable air carriers, the “*Operating Agreements*”) and, in some instances, Cargo Addenda (individually with respect to each air carrier, a “*Cargo Addendum*” and, collectively with respect to all applicable air carriers, the “*Cargo Addenda*”) with all major and regional air carriers serving the Airport, the last of which was scheduled to expire June 30, 2021. However, the Airlines and Airport management mutually agreed to extend the terms of the AULAs through June 30, 2025 in accordance with the First and Second AULA Amendments, and then subsequently extended the AULAs for an additional two years through June 30, 2027, which authorized a number of the 2026 Projects (as more fully described in the Financial Feasibility Report). See APPENDIX A — “Financial Feasibility Report of the Airport Consultant - Introduction – 5-Year Capital Improvement Program”, and “Funding Plan for Series 2026 Projects” and “Airport Use and Lease Agreement”, APPENDIX B – “Audited Financial Statements of the Airport for the Fiscal Year Ended June 30, 2025 – Airline Use Rates and Charges,” and APPENDIX E – “Summary of Certain Provisions of the AULAs and the Operating Agreements.” The extended AULAs preserve the underlying rate methodology and rate-making procedures of the expired AULAs. The AULAs set forth the procedures for calculating landing fees and terminal building space rentals, as well as certain other fees and charges as further discussed below. Negotiations for a new AULA are currently ongoing.

Airport Use and Lease Agreement (AULAs)

Air carriers operating at the Airport pursuant to an AULA constitute “Signatory Airlines.” The AULAs grant the Signatory Airlines the right to use, as applicable, the airfield and the terminal building, including the concourses and related facilities, for the business of air transportation with respect to persons, property, cargo and mail and provide for the payment of rentals, fees and charges by the Signatory Airlines.

In general, the AULAs use a hybrid compensatory rate methodology whereby the Signatory Airlines agree to pay their portion of the costs of operating the airfield and terminals, to the extent such costs are not covered by the Signatory Airline revenues, non-airline revenues and other available funds. In addition, when applicable, the Airport may require the Signatory Airlines to pay additional costs associated with the operation of the Airport, including debt service, in order to meet all Airport costs in any given Fiscal Year. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Airport Use and Lease Agreement - Additional Airline Requirement.”** As such, the hybrid compensatory methodology places the risk of any unrecovered cost on the Signatory Airlines. Landing fees and terminal building space rentals are computed based on formulas provided in the AULAs. See **APPENDIX E — “Summary of Certain Provisions of the AULAs and the Operating Agreements.”**

Rentals, fees and charges are assessed to the Signatory Airlines to support the primary activities of the Airport — the airfield and the terminal complex (including Terminal 1 and Terminal 2), pursuant to formulas set forth in the AULAs. The minimum landing fee commitment is \$2,200,000 for Signatory Airlines over the term of the AULAs. The AULAs permit the City to adjust rentals, fees and charges for each rate period to reflect overpayments and underpayments that occurred during the preceding rate period, and, to the extent necessary, replenish reasonable reserves for uncollected revenues.

Before undertaking any capital improvement not listed in the pre-approved Five-Year Capital Improvement Program, the City must notify the Signatory Airlines and request Majority In Interest (“**MII**”) approval for each such capital improvement. Notwithstanding the previous sentence, no MII approval is required for capital improvements undertaken: (i) to comply with federal, State, or local law, or regulation; federal policy; grant agreement; airport certification requirements; or mandated by executive order or by an executive agency (State or federal) having jurisdiction over the activities at the Airport; (ii) to comply with a requirement of the Indenture; (iii) as an emergency repair, replacement, or improvement to maintain the Airport’s functional capability; (iv) to settle claims, satisfy judgments, or comply with judicial orders rendered by a court of competent jurisdiction against the City and pertaining to the Airport; (v) to repair casualty damage at the Airport not covered by insurance proceeds; (vi) to acquire land or rights to land to mitigate aircraft noise, or provide for sound insulation as part of a noise compatibility program approved by the federal government in accordance with the provisions of 14 C.F.R. Part 150; (vii) to meet any court-ordered mandate or any federal or state regulatory requirement to conduct or perform an environmental investigation or remediation at the Airport as required by applicable environmental laws and environmental permits and/or attributed to hazardous materials left on City property in excess of applicable remediation standards derived by applicable governmental agency or agencies as appropriate for commercial property; provided, however, that the City continues to use its best efforts to recover such costs from the party at fault, where such party is currently identified in litigation or regulatory proceedings or otherwise may be identified in the future; (viii) to acquire, construct, renovate, or remodel a special facility for which a Signatory Airline or a financially-responsible third party has contractually committed to lease from the City under terms that include sufficient rentals to permit such special facility to be acquired, constructed, renovated, remodeled, administered, operated, maintained and repaired without affecting rents, fees, and charges throughout the Term; (ix) to be fully funded from PFCs; and (x) with funds in excess of 6% of Development Fund Deposits made after July 1, 2016. All of the 2026 Projects either received MII approval or were authorized under the current AULA. See “**PLAN OF FINANCE**,” “**SOURCES AND USES OF**

FUNDS,” “AIRPORT CAPITAL IMPROVEMENT PROGRAMS” and APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction– 5-Year Capital Improvement Program.”

Operating Agreements

The Operating Agreements are month-to-month operating permits that may be terminated by either party by providing 30-day written notice to the other party. Air carriers electing to operate at the Airport under an Operating Agreement are considered to be “Non-Signatory” Airlines. The Operating Agreements are short-term permits intended to provide flexibility for charter airlines, new entrants that may wish to test the market, and regional airlines that operate at the Airport under a contract with other air carriers. Non-Signatory Airlines are subject to a landing fee rate equal to 125% of the landing fee rate paid by Signatory Airlines (unless the Non-Signatory Airline is designated as an affiliate of a Signatory Airline). A Non-Signatory Airline that requests space in one of the terminal buildings pays a space use fee equal to the terminal rental rate paid by Signatory Airlines.

Cargo Addenda

Cargo air carriers may elect to operate under either an AULA or an Operating Agreement, but must execute the applicable Cargo Addendum which prohibits cargo air carriers from operating from the Airport’s passenger terminal buildings. Among other things, the Cargo Addenda require cargo air carriers to arrange for operating space at the Airport separately either with the City or a third-party Airport tenant whose rights include providing such space.

Airport Maintenance

Under the terms of both the AULAs and the Operating Agreements, the City is required to maintain and keep in good repair all of the public areas and facilities of the Airport, including the structures associated with the terminal buildings, the utility systems within the Airport and all other common use systems owned and operated by the City. The Signatory Airlines and the Non-Signatory Airlines are each required to repair, maintain and keep in good condition the premises leased or assigned to each of them, including that portion of the utility systems serving each of their exclusive use facilities.

Rate Mitigation Program

The AULAs establish a rate mitigation program which is structured to provide a continuing incentive for growth in air service at the Airport (the “***Rate Mitigation Program***”). Subject to the availability of funds and annual appropriations, the City will withdraw from the Debt Service Stabilization Fund in an amount not to exceed \$13.7 million each Fiscal Year for the purpose of mitigating the amount of the then current Rents, Fees, and Charges; provided, however, that the Debt Service Stabilization Fund is required to be replenished annually by an amount equal to the amount appropriated for use in the Rate Mitigation Program during such Fiscal Year. Rate Mitigation Program credits will be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Airport Use and Lease Agreement - Rate Mitigation Program.”**

Concession Agreements

The City has entered into concession agreements to lease space at the Airport to certain concessionaires who provide food and beverages, news and gifts, and other retail items and/or services to users of the Airport. Concession fees include terminal concessions (food and beverage, news and gifts, and coin devices), public parking, car rentals, space rental, in-flight catering, utility reimbursements and advertising. Below is a more detailed discussion of the changes during the historical and forecast period.

During the period from FY2021 to FY2025, total concession fees increased approximately \$30.5 million at an average annual rate of 18.4%. Concession fees increased approximately \$19 million or 59.3% from FY2021 to FY2022 due to an increase in passenger enplanements and a change in the parking behavior resulting from the effects of the COVID-19 pandemic. Concession fees continued increasing from approximately \$50.5 million in FY2022 to \$62.3 million in FY2025 primarily due to increased parking and car rental revenues because of increasing passenger traffic. During the period from FY2026 to FY2032, total concession fees are projected to grow from \$73.5 million in FY2026 budget to \$89.6 million by FY2032, which represents an average annual growth rate of 3.3%. This growth is supported by the following assumptions:

1. Projected higher net parking revenues due to planned rate increases and growth in parking transactions and duration times, as further discussed below.
2. A projected increase in various food and beverage concession revenues and car rental revenues due to forecasted higher O&D enplanements and current consumption trends.
3. An inflation rate averaging 2.2% during the projection period from FY2027 to FY2032.

There are eight car rental companies that currently operate at the Airport: Avis, Budget, Payless, Enterprise, Thrifty, Alamo, National, and Missouri Rental & Leasing (dba Dollar Rent-A-Car) which are subject to Minimal Annual Guarantees (“**MAGs**”). Hertz operates off-airport, is not subject to MAGs, and pays 10% of adjusted gross receipts to the City. The new rental car concession agreements began April 1, 2024, starting a 5-year term, and will continue to provide the on-airport rental car companies with MAG abatement in the event deplanements fall below a certain level. The car rental revenues paid to the City are still based on 10% of the car rental company’s adjusted gross receipts or their annual MAGs, whichever is greater, or whichever applies, and that is assumed for the entire FY2026 to FY2032 forecast period. During the FY2021-FY2025 period, rental car revenues increased at an average annual rate of 13.2% due to O&D passenger levels rebounding in FY2022. Car rental revenues during the FY2026 to FY2032 forecast period are anticipated to exceed the current MAG and are projected to increase from \$15.5 million in the FY2026 budget to \$20.3 million in the FY2032 budget, or at an average annual rate of 4.6%. The increase is primarily based on the anticipated growth in O&D passenger enplanements and an annual escalation factor.

See APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Financial Analysis – The Indenture - Concession Fees.”

Federal Policy on Air Carrier Rates and Charges

The Federal Aviation Administration Authorization Act of 1994, as amended, requires airport fees to be “reasonable” and provides a mechanism by which the Secretary of Transportation can review rates and charges complaints brought by air carriers. The provisions of such Act do not apply to fees imposed pursuant to a written agreement with air carriers using airport facilities. There is currently no dispute between the City and any of the air carriers operating at the Airport over any existing or proposed rates and charges. There is no assurance, however, that such disputes will not arise in the future.

AIRPORT MANAGEMENT

Introduction

The Airport is owned by the City and operated by the Airport Authority. The Airport Authority was created by the City’s Board of Aldermen by an ordinance adopted in 1968 and consists of the Airport Commission, the Airport Authority’s Chief Executive Officer and other managers and personnel required

to operate the Airport. The Chief Executive Officer of the Airport Authority is the Airport Director who is appointed by the Mayor for a term that runs concurrently with the Mayor's term of office or until his or her successor is appointed.

The Airport Commission is responsible for the planning, development, management and operation of the Airport. The Airport Commission currently consists of the Airport Director, who serves as Chair of the Airport Commission, the Comptroller of the City, the President of the Board of Aldermen, the Chair of the Transportation and Commerce Committee of the Board of Aldermen, six members appointed by the Mayor, five members appointed by the County Executive of St. Louis County, Missouri, one member appointed by St. Charles County, Missouri, and one member appointed by St. Clair County, Illinois. The present members of the Airport Commission are set forth in the front portion of this Official Statement.

Airport Staff

The Airport Commission and the Airport Director have an Airport staff to aid them in carrying out their responsibilities. Key members of the Airport staff include the following:

Gerald (Jerry) Beckmann, P.E., was recently appointed Interim Airport Director and Chairperson of the Airport Commission. Prior to this appointment, Mr. Beckmann previously served as Airport Deputy Director of Planning and Development, since October of 2013. Mr. Beckmann was previously the Assistant Director of Engineering, a position he held for four years. Mr. Beckmann is responsible for the planning, contracting and executing of all construction projects at the Airport, and coordinating the long-range Master Plan goals for all airfield and Airport properties. In addition, he is responsible for the Airport's environmental compliance and employee safety initiatives. The Mayor is currently interviewing candidates for the permanent Airport Director and Chairperson of the Airport Commission.

David Kulinsky has served as Airport Deputy Director of Operations and Maintenance since September 2023 and is responsible for Airfield and Building Operations, Security Operations, Emergency Planning and manages compliance with all FAA airport operational regulations and standards. He is also responsible for multiple operating departments, including Airfield and Grounds Maintenance, the Airport Operations Center, Airport Building Maintenance, Airport and Airfield Electrical Maintenance, Housekeeping, and Airport Police Department. Mr. Kulinsky joined the Airport in September 2015 as the Assistant Director of Operations.

Gerard Hollins, Jr., serves as Interim Deputy Director of Finance and Administration. Mr. Hollins also serves as Executive Vice President (EVP) of Development for the City of St. Louis. Mr. Hollins has 30 years' experience in real estate financing, development, and management, 10 years' experience working for the City of St. Louis, St. Louis County, and Los Angeles County governments in fiscal management, and served as the Director of Revenue for St. Louis County. Mr. Hollins is a former member of the St. Louis Board of Aldermen and has taught as Adjunct Professor in Public Policy at University of Missouri-St. Louis (UMSL) and Washington University (WashU). Mr. Hollins will be responsible for building and managing the City of St. Louis's development pipeline, spanning real estate projects, developers, new business attraction, and business retention.

Airport Employees

For FY2026, the Airport has 458 budgeted full-time employee positions and an additional 62 City firefighter personnel assigned to the Airport. Airport employees are not entitled to strike under Missouri law, because the Airport, as a department of the City, is not subject to collective bargaining. Airport employees are covered by the City's pension plan. See **APPENDIX B — "Audited Financial Statements of the Airport for the Fiscal Year Ended June 30, 2025"** for additional information on the pension plan.

Risk Management

The Airport participates in the Settlement Fund, an internal service fund of the City. The purpose of the Settlement Fund is to account for risks in which the City is self-funded, primarily workers' compensation, certain general liability, and various other claims and legal actions. All self-funded claims liabilities and payments are recorded in the Settlement Fund. The Airport reimburses the Settlement Fund for workers' compensation claims on a cost-reimbursement basis.

The Airport purchases commercial insurance for risks that are significant and which are not covered by the City's self-funded program. Such coverages include commercial general liability, with enhancements to the war risk limit to \$350 million (covers war, hostilities, terrorism, strikes, riot, civil commotion, labor disturbances, malicious acts, acts of sabotage, confiscation/restraint/seizure by civil authority, hijacking, and other unlawful seizure of aircraft or crew) as well as stand-alone terrorism and sabotage, active assailant, and chemical, biological and nuclear terrorism. Property insurance includes contents and business interruption. Recently, parametric insurance was added, specific to tornado coverage. Also purchased is coverage for the fine arts, public entity officials' liability which includes employment practices liability. Additional coverage under the insurance program includes employee crime, business automobile, inland marine for large equipment, crime, and cyber liability.

The Airport has a commercial liability policy with a limit of \$350 million. The Airport's property insurance, subject to certain exclusions, includes coverage for environmental claims and has a limit of \$750 million. The Parametric Tornado specific coverage is \$10 million. The Airport has an automobile policy with total coverage of \$51 million, large equipment coverage of \$28 million, public entities and employment practices coverage of \$7 million, employee crime coverage of \$1 million and cyber liability coverage of \$3 million. The stand-alone terrorism/sabotage, active assailant and chemical, biological, radiological and nuclear terrorism coverage is \$100 million. All policies expire October 1, 2027, with the exception of the governmental entities crime coverage and the cyber liability coverage which expire March 15, 2027.

AIRPORT CAPITAL IMPROVEMENT PROGRAMS

Responsibility for asset management and improvements to the Airport facilities and operations is covered by the Airport's Five-Year Capital Improvement Program (the "**CIP**"). The CIP is a near-term, five-year agenda that identifies capital projects and equipment purchases, provides an implementation schedule, and specifies options for financing individual projects. Essentially, the program provides linkage between the St. Louis Lambert International Airport 5-Year Strategic Plan (2015-2020)¹ and the Airport Master Plan issued by the Airport and approved by the FAA in February 2023 (the "**Master Plan**")² with the annual budget of the Airport. See **APPENDIX A — "Financial Feasibility Report of the Airport Consultant — "Introduction — 5-Year Capital Improvement Program" and — "Funding Plan for 5-Year CIP FY2027-2031."**

The City's ability to finance Airport improvements is subject to numerous factors. Among the most prominent is the amount of Revenues generated by the Airport. This determines the ability of the Airport to include appropriate amounts of capital expenditures in the rates and charges of airlines using the Airport.

Equally prominent is the availability of funds under federal and state grant programs, and the ability of the City to issue Additional Bonds or other indebtedness for Airport purposes. This would include the City's ability to meet the test for the issuance of Additional Bonds under the Indenture and to comply with

¹ Available online at <https://www.flystl.com/wp-content/uploads/2025/01/STL-SPS-2-4-2020-FINAL1.pdf>.

² An executive summary of the Master Plan is available online at <https://www.flystl.com/wp-content/uploads/2026/04/2023-STL-Masterplan-Executive-Summary.pdf>.

legal requirements relating to the incurrence of indebtedness. See **“THE SERIES 2026 BONDS - Outstanding Bonds, Additional Bonds and Refunding Bonds.”**

Majority-In-Interest

The AULAs contain provisions for inclusion of Airline(s) input to the CIP. The Signatory Airlines that participate with AULAs subject each capital project to review and MII approval. If a proposed capital project is approved by Airline MII, the City may proceed with implementation in accordance with the proposed funding and schedule.

2025 STL Annual Report

The Airport management team creates an annual report each year. The following is a summary of the key highlights from the FY2025 report:

- Air Service - British Airways announced a new non-stop route to London in FY2025 and debuted service on April 19, 2026, with four flights weekly, increasing weekly service to five flights starting in late March 2027. Additionally, Lufthansa expanded service to Frankfurt from three to five flights weekly, beginning in June 2026.
- Financial Overview – Operating revenue grew 12.1%, primarily driven by rental revenues, specifically because of the Boeing Company lease signed in FY2024 to expand its facilities at the Airport.
- Engineering Projects – The Planning & Development Department advanced multiple infrastructure improvements in FY2025, including, but not limited to, a new Airfield Maintenance Facility (AFM).
- Operations – In 2025, the Airport transitioned the Airport Operations Center/Emergency Operations Center from construction to full operational status. The state-of-the-art facility became fully operational in the summer of 2025, marking a major step forward in how the Airport coordinates daily operations and responds to emergencies.
- Properties – In early 2027, the Airport is scheduled to open significant improvements to the Terminal 2 retail program, including several new concepts. The coming year should also see additional food & beverage venues on Concourse C and in Terminal 2.

See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction - 2025 STL Annual Report Highlights”**.

Five-Year CIP

The Airport is currently operating under a Third Amended AULA, which is scheduled to expire on June 30, 2027. As a result of the condensed term of the Third Amended AULA, the Airport’s current FY2027 through FY2031 CIP is comprised of (i) projects previously approved during the FY2025 MII Ballot approval process, and (ii) a portion of the Third Amendment Projects that were approved with the execution of the Third Amended AULA. The FY2027 through FY2031 CIP costs approximately \$630.4 million and will be funded from various sources, including approximately \$377.2 million from the proceeds of Series 2026 Bonds for the Series 2026 Projects. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction - 5-Year Capital Improvement Program”** for a list of projects and the potential funding sources for the FY2027 to FY2031 period.

As a part of the FY2027 through FY2031 CIP, the Airport and the Signatory Airlines are proceeding with planning and design for the potential replacement of the Airport's two existing terminals with a CTP. Planning for the CTP followed completion of the Airport's current Master Plan in 2022 and initiation of the associated FAA environmental review process. As planning progressed, the Airport and Signatory Airlines identified several enabling projects that would be needed to modernize Airport facilities regardless of whether construction of the complete CTP ultimately proceeds. These projects, which include the Series 2026 Projects, are:

- Design and construction of a new Airfield Maintenance Facility, scheduled to be completed in late 2027.
- Design and construction of a new Central Utility Plant and Substation, which is nearing 90% design completion and will go out for construction bid in early 2027.
- Design and construction of a west deicing pad, which is at 60% design completion with a target 100% completion in early 2027.
- Demolition of the former Missouri Air National Guard facilities, which was substantially completed in August 2026.

The Signatory Airlines approved these projects, which cost approximately \$335,000,000, through MII approval.

The FY2027 through FY2031 CIP and the Series 2026 Bonds include certain CTP design, program management, and enabling-project costs authorized under the Third Amendment. However, the Signatory Airlines have not authorized construction of the complete CTP.

Accordingly, no construction costs associated with the CTP are included in the FY2027 through FY2031 CIP or in the financial projections set forth in **Airport Financial Information** and in **APPENDIX A — "Financial Feasibility Report of the Airport Consultant – Introduction - 5-Year Capital Improvement Program"**.

Zero Emission Vehicle Program

In accordance with the City's Sustainability Plan, FY2023 marked the City's entry into the federal Zero Emission Vehicle Program (the "**ZEV Program**"). The ZEV Program is an FAA venture that is designed to improve air quality by funding airport-owned zero emission vehicles that do not produce exhaust emissions of any criteria pollutant.

The program encourages eligible airports to invest in the purchase of all-electric or hydrogen-powered drive train vehicles and their power sources. The ZEV Program offers financial incentives through grants that provide 75% federal funding for all-electric or hydrogen-powered vehicles and associated electrical charging or other equipment infrastructure. The Airport's 25% matching funds for such projects are subject to Airline MII approval.

The ZEV Program agenda at the Airport is a consecutive two-year program extending to FY2024 for the purchase of the vehicles and the electrical charging infrastructure installation being completed in FY2026. The current program includes \$3.1 million in eligible projects. When implemented these energy efficient vehicles will be used for passenger transport to and from the Airport's remote Lot C parking.

AIRPORT FINANCIAL INFORMATION

Revenues and Expenses

The financial statements of the Airport for FY2025 are included in **APPENDIX B — “Audited Financial Statements of the Airport for the Fiscal Year Ended June 30, 2025”** to this Official Statement and have been audited by CliftonLarsonAllen LLP, independent auditors. CliftonLarsonAllen LLP, the Airport’s independent auditor, has not been engaged to perform and has not performed, since the date of its report for FY2025 included herein, any procedures on the financial statements addressed in the Financial Feasibility Report and attached hereto as **Appendix A**. CliftonLarsonAllen also has not performed any procedures relating to this Official Statement.

The following table sets forth the historical revenues and expenses and certain Bond-related data of the Airport for Fiscal Years 2021 through 2025. Such Fiscal Year information is based primarily upon the audited financial statements of the Airport for such Fiscal Years.

AIRPORT REVENUES AND EXPENSES AND CERTAIN BOND-RELATED DATA St. Louis Lambert International Airport For Fiscal Years Ending June 30 (In Thousands)

	Historical ¹				
	2021	2022	2023	2024	2025
Revenues					
Air Carrier Fees	\$47,608	\$48,769	\$55,986	\$60,747	\$78,623
Concession Fees	\$31,707	\$50,518	\$57,635	\$62,869	\$62,252
Cargo/Other Revenues	\$14,346	\$16,176	\$16,720	\$19,875	\$21,702
Airline Revenue Mitigation	\$13,728	\$13,728	\$13,728	\$13,728	\$13,728
Interest Income	\$2,365	\$2,247	\$1,979	\$4,941	\$9,732
Total GARB Revenues	\$109,754	\$131,437	\$146,049	\$162,160	\$186,037
Federal Relief Proceeds	\$29,920	\$14,208	\$7,300	\$26,000	\$19,500
Pledged PFC Revenue	\$26,540	\$26,540	\$26,940	\$31,244	\$32,441
Total Revenues	\$166,214	\$172,186	\$180,289	\$219,404	\$237,978
Total Operating Expenses ²	\$77,595	\$81,413	\$92,469	\$114,393	\$123,253
Net Revenues	\$88,618	\$90,773	\$87,819	\$105,011	\$114,725
Aggregate Annual Debt Service					
On Outstanding GARB Bonds	\$61,708	\$60,029	\$55,317	\$74,067	\$77,288
Debt Service Coverage	1.44	1.51	1.59	1.42	1.48

¹ Financial figures are based on audited financial reports and Airport records.

² Total operating expenses reflected in the audited financial reports differ primarily due to the inclusion of depreciation, interest expenses, and gross receipts tax.

The following table sets forth the historical revenues of the Airport for Fiscal Years 2021 through 2025.

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
SUMMARY OF HISTORICAL REVENUES⁵**

(Fiscal Years Ended June 30)

(In Thousands)

REVENUES	Avg. Annual Growth Rate FY '21-'25	For Fiscal Years Ending June 30				
		2021	2022	Historical ¹ 2023	2024	2025
Signatory Airlines						
Airfield Landing Fees	13.0%	\$37,144	\$44,174	\$51,810	\$57,172	\$60,626
Terminal Rents	20.7%	7,529	1,601	1,905	1,738	15,999
Total	14.4%	\$44,673	\$45,775	\$53,716	\$58,910	\$76,625
Concession Fees						
Terminal Concessions	8.1%	\$11,592	\$11,888	\$13,589	\$14,263	\$15,842
Public Parking	31.1%	10,442	25,272	28,034	32,365	30,802
Car Rentals	13.2%	8,436	11,837	14,254	14,481	13,846
Space Rental	-18.6%	929	690	539	477	408
In-Flight Catering	46.3%	81	232	363	369	370
Other	44.3%	227	599	855	914	984
Total	18.4%	\$31,707	\$50,518	\$57,635	\$62,869	\$62,252
Other						
Non-Signatory Landing Fees	-7.5%	\$2,555	\$2,611	\$1,860	\$1,463	\$1,873
Non-Signatory Airlines-Terminal	94.1%	9	12	39	3	125
Total	-6.0%	\$2,563	\$2,623	\$1,899	\$1,466	\$1,997
Airline Revenue Mitigation ²	0.0%	13,728	13,728	13,728	13,728	13,728
Cargo	0.4%	2,760	2,628	2,724	2,750	2,809
Hangars and Other Buildings	13.2%	828	888	833	913	1,358
Tenant Improvement Surcharge	0.0%	371	371	371	371	371
Terminal EDS Surcharges	4.3%	2,480	2,473	2,654	2,859	2,934
Other Miscellaneous	14.5%	8,279	10,187	10,509	13,353	14,229
Total Other-Operating	4.8%	\$31,009	\$32,898	\$32,719	\$35,440	\$37,427
Total Operating Revenue ³	13.2%	\$107,389	\$129,190	\$144,069	\$157,219	\$176,305
Interest Income	42.4%	2,365	2,247	1,979	4,941	9,732
Total GARB Revenues	14.1%	\$109,753	\$131,437	\$146,049	\$162,160	\$186,037
Federal Relief Funds ⁴						
CARES ACT funds		\$29,630	\$11,366	\$5,148	\$290	\$0
FEMA funds		291	0	0	0	0
CRRSA funds			1,593	1,165	1,940	10,500
ARPA funds			1,250	987	23,770	9,000
Pledged PFC Revenue	5.1%	26,540	26,540	26,940	31,244	32,441
Total Revenues	9.4%	\$166,214	\$172,186	\$180,289	\$219,404	\$237,978

¹ Financial figures are based on audited financial reports and Airport records.

² Reflects amounts scheduled to be transferred from the Debt Service Stabilization Fund per the Airport Use and Lease Agreement.

³ The differences reflected in the audited financial reports are primarily due to the inclusion of depreciation, interest expenses, and gross receipts tax as adjustments to revenues.

⁴ Represents the application of federal stimulus funds the Airport was granted for reimbursement of eligible operating expenses to stabilize airline rates impacted by the COVID-19 pandemic.

⁵ Totals may not sum exactly due to rounding.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
SUMMARY OF HISTORICAL REVENUES
(FY 2025 YTD March Compared to
FY 2026 YTD March)
(In Thousands)

Description	FY 2025 YTD March	FY 2026 YTD March
Airfield Landing Fees	44,390	53,515
Terminal Rents	15,706	22,497
Total	60,095	76,012
Terminal Concessions	11,378	11,883
Public Parking	24,923	24,312
Car Rentals	11,225	11,271
Space Rental	555	755
In-Flight Catering	245	250
Other	712	688
Total	49,038	49,159
Non-Signatory Landing	1,532	1,909
Non-Signatory Terminal	2	2
Total	1,534	1,910
Airline Revenue Mitigation	10,296	10,296
Cargo	2,100	2,308
Hangars and Other Buildings	1,004	1,004
Tenant Improvement Surcharges	278	278
Terminal EDS	2,454	2,499
Other Miscellaneous	8,414	9,680
Total Other Operating	26,081	27,976
Total Operating Revenue	135,214	153,146
Interest Income	4,081	3,714
Total GARB Revenues	139,295	156,861
ARPA	15,000	3,188
Pledged PFC	24,331	22,365
Total Revenues	178,626	182,414

Discussion of Financial Information

The following is a summary of certain financial information provided herein and in **APPENDIX A — “Financial Feasibility Report of the Airport Consultant”** attached hereto.

GARB Revenues. GARB Revenues for FY2025 were approximately \$186,037,000 which represents an increase of approximately \$23,877,000 or 14.7%, compared to FY2024. The increase is primarily attributed to increases in terminal rentals, which increased by approximately \$14,261,000 and interest income which increased by approximately \$4,791,000. Total Signatory Airline revenues and concession fees comprised 41.2% and 33.5%, respectively, of GARB Revenues in FY2025. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant”** attached hereto.

PFC Revenues, Including Pledged PFC Revenues. The Airport collected \$32.4 million in PFC Revenues (including interest) in FY2025, compared to \$31.2 million in PFC Revenues (including interest earnings) in FY2024. The current PFC rate is \$4.50 per passenger. The Airport has received FAA approval to collect and use approximately \$1.17 billion in PFC Revenues through October 2028, of which approximately \$1.0 billion has been collected, plus an additional \$56.4 million of interest earned totaling \$1.06 billion of PFC Revenues. From this total, \$1.04 billion has been expended, leaving a PFC Account balance of approximately \$21.0 million. Only a portion of the PFC Revenues is pledged under the Indenture. The portion of PFC Revenues that constitutes Pledged PFC Revenues is an amount equal to 125% of the debt service on Bonds allocable to projects approved for PFC funding. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – Funding Plan for 5-Year CIP FY2027 – 2031”** and **“Financial Analysis – Application of Revenues”** and **APPENDIX C — “Summary of Certain Provisions of the Indenture – Pledged PFC Revenues”** and **“ - Elimination of or Decrease in the Amount of Pledged PFC Revenues”** and **APPENDIX I — “The PFC Program”** attached hereto.

Total Revenues. The total amount of Revenues pledged pursuant to the Indenture for FY2025 was approximately \$237,978,000 consisting of approximately \$186,037,000 in GARB Revenues, approximately \$19,500,000 in Federal Relief Proceeds and approximately \$32,441,000 in Pledged PFC Revenues. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Financial Analysis – The Indenture – Revenues (Table 41)”**.

Operation and Maintenance Expenses. Operation and Maintenance expenses for FY2025 were \$123,253,000 which represents an increase of \$8,860,000 or approximately 7.7% compared to FY2024. This change in expenses is primarily due to an increase in various contractual services caused by on-going inflationary impacts on contractual and professional services. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Financial Analysis – Operation and Maintenance Expenses (Table 44)”**.

Net Revenues. The Airport’s Net Revenues for FY2025 were \$114,725,000 which represents an increase of \$9,714,000 or approximately 9.3% compared to FY2024. See **AIRPORT FINANCIAL INFORMATION – Revenues and Expenses**.

FINANCIAL FEASIBILITY REPORT OF THE AIRPORT CONSULTANT

The City has retained Unison Consulting, Inc. to serve as the Airport consultant (the “*Airport Consultant*”) in connection with the issuance of the Series 2026 Bonds. The Airport Consultant has (i) analyzed the ability of the City to meet its financial obligations related to the Series 2026 Bonds through

FY2032 and (ii) prepared the Financial Feasibility Report, which is attached hereto as **APPENDIX A — “Financial Feasibility Report of the Airport Consultant”**. The Financial Feasibility Report, including certain information regarding the analyses and conclusions contained therein, is included in this Official Statement in reliance upon the expertise of the Airport Consultant. See **“CERTAIN INVESTMENT CONSIDERATIONS – Forward-Looking Statements”** and **“Assumptions in the Financial Feasibility Report of the Airport Consultant; Actual Results May Differ from Forecasts and Assumptions.”**

Projected Revenues

The tables below present the Airport’s approved budgets for Fiscal Years 2026 and 2027 and the Airport Consultant’s estimates and projections for Fiscal Years 2028 through 2032 of (i) Revenues, (ii) Signatory Airline revenues, cost per enplaned passenger and rates and charges (iii) debt service coverage calculations on outstanding GARBs.

Total Revenues are projected to increase by \$52.0 million from \$252.2 million budgeted in FY2026 to \$304.2 million in FY2032 or at an average annual growth rate of 3.2%. Revenues are projected to be sufficient to pay Operation and Maintenance Expenses and meet all of the other funding requirements of the Indenture in each year of the budget and projection period, FY2027 through FY2032.

The average Signatory Airline cost per enplaned passenger is projected to fluctuate from \$13.83 in FY2026 (budgeted) to \$19.32 in FY2032. The Signatory Airline landing fee rate is projected to fluctuate from \$7.90 in FY2026 (budgeted) to \$6.22 in FY2032.

In addition, based on its knowledge of comparable airports and its experience in providing financial consulting services to a variety of airports, the Airport Consultant believes the projected airline costs per enplaned passenger at the Airport are reasonable in comparison with other medium hub airports that have completed or are currently implementing major capital improvement programs.

The financial projections presented in the Financial Feasibility Report are based on information and assumptions that have been provided by Airport management, or have been developed by the Airport Consultant and confirmed by Airport management. Based upon its review, the Airport Consultant believes that the information is accurate and that the assumptions provide a reasonable basis for the forecasts. However, some variations from the forecasts are inevitable due to unforeseen events and circumstances, and such variations may be material. The Financial Feasibility Report should be considered in its entirety for an understanding of the forecasts and the underlying assumptions. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant.”**

The following table presents projected Revenues at the Airport for the Fiscal Years indicated:

**PROJECTED REVENUES
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
FISCAL YEARS ENDING JUNE 30
(IN THOUSANDS)**

REVENUES	Avg. Annual Growth Rate FY '26-'32	PROJECTED REVENUES						
		Budget 2026	Budget 2027	Fiscal Years Ending June 30			Projected	
				2028	2029	2030	2031	2032
Signatory Airlines								
Airfield Landing Fees	-2.1%	\$73,575	\$74,556	\$77,636	\$78,999	\$80,388	\$76,061	\$64,742
Terminal Rents	22.5%	29,499	44,028	35,246	46,029	76,013	81,904	99,486
Total	8.1%	\$103,074	\$118,584	\$112,882	\$125,028	\$156,401	\$157,965	\$164,228
Concession Fees								
Terminal Concessions	3.5%	\$15,707	\$15,601	\$16,368	\$17,034	\$17,767	\$18,578	\$19,363
Public Parking	2.8%	\$40,568	39,659	40,389	41,500	46,456	47,432	47,984
Car Rentals	4.6%	\$15,500	16,176	17,001	17,786	18,569	19,406	20,262
Space Rental	2.0%	\$388	395	403	411	419	428	436
In-Flight Catering	2.0%	\$377	385	393	401	409	417	425
Other	2.0%	\$1,004	1,024	1,044	1,065	1,086	1,107	1,129
Total	3.3%	\$73,543	\$73,240	\$75,598	\$78,197	\$84,706	\$87,367	\$89,599
Other								
Non-Signatory Landing Fees	-5.6%	\$2,576	\$2,020	\$2,081	\$2,103	\$2,124	\$2,032	\$1,819
Non-Signatory Airlines-Terminal	0.0%	2	2	2	2	2	2	2
Total	-5.6%	\$2,578	\$2,022	\$2,083	\$2,105	\$2,126	\$2,035	\$1,822
Airline Revenue Mitigation ¹	0.0%	13,728	13,728	13,728	13,728	13,728	13,728	13,728
Cargo	2.0%	2,647	2,699	2,753	2,809	2,865	2,922	2,980
Hangars and Other Buildings	0.8%	944	952	960	968	976	984	992
Tenant Improvement Surcharge	0.0%	371	371	371	371	371	371	371
Terminal EDS Surcharges	2.3%	3,863	4,000	4,080	4,162	4,245	4,330	4,416
Other Miscellaneous	2.9%	15,703	16,050	16,907	17,301	17,677	18,066	18,627
Total Other-Operating	1.3%	\$39,834	\$39,824	\$40,884	\$41,444	\$41,989	\$42,436	\$42,937
Total Operating Revenue	5.4%	\$216,451	\$231,648	\$229,364	\$244,669	\$283,095	\$287,769	\$296,764
Interest Income ²	4.4%	2,636	2,627	2,557	2,885	3,797	3,728	3,420
Total GARB Revenues	5.4%	\$219,087	\$234,275	\$231,921	\$247,555	\$286,892	\$291,497	\$300,184
Federal Relief Proceeds ³								
ARPA Funds		\$3,251						
Pledged PFC Revenue	-28.4%	\$29,820	25,060	28,889	28,889	28,891	28,888	4,029
Total Revenues	3.2%	\$252,159	\$259,334	\$260,810	\$276,444	\$315,783	\$320,385	\$304,213

¹ Reflects amounts scheduled to be transferred from the Debt Service Stabilization Fund per the Airport Use and Lease Agreement.

² Operating Interest income only.

³ Represents the application of federal stimulus funds the Airport was granted to offset operating losses resulting from the COVID-19 pandemic.

The following table presents Signatory Airline revenues, cost per enplaned passenger and Airlines rates and charges for the Fiscal Years indicated:

**SUMMARY OF SIGNATORY AIRLINE REVENUES,
COST PER ENPLANED PASSENGER,
AND AIRLINE RATES & CHARGES**

	<i>For Fiscal Years Ending June 30</i>						
	Budget	Budget	Projected ¹				
	2026 ¹	2027 ¹	2028	2029	2030	2031	2032
INITIAL AIRLINE REQUIREMENTS							
Landing Fees	\$73,575	\$74,556	\$77,636	\$78,999	\$80,388	\$76,061	\$64,742
Terminal 1 rents	13,510	15,194	15,732	16,801	16,984	17,278	17,645
Terminal 2 rents	7,241	7,716	6,719	6,877	6,983	7,120	7,291
	\$94,326	\$97,466	\$100,086	\$102,678	\$104,355	\$100,459	\$89,678
TOTAL SIGNATORY AIRLINE REQUIREMENTS							
Initial Requirement	\$94,327	\$97,466	\$100,086	\$102,678	\$104,355	\$100,459	\$89,678
Additional Airline Requirement	8,747	21,118	12,796	22,350	52,045	57,506	74,550
	\$103,074	\$118,584	\$112,882	\$125,028	\$156,401	\$157,965	\$164,228
Signatory airline enplaned passengers	7,452	7,533	7,757	7,919	8,105	8,315	8,503
Signatory Airline CPE post Mitigation	\$13.83	\$15.74	\$14.55	\$15.79	\$19.30	\$19.00	\$19.32
SIGNATORY AIRLINE RATES (including Additional Requirement)							
Landing Fee Rate (per 1,000 pounds)	\$7.90	\$7.94	\$8.06	\$8.07	\$8.06	\$7.46	\$6.22
Airlines' Terminal Building Rental Rates							
Terminal 1	\$86.07	\$131.27	\$108.20	\$149.49	\$245.83	\$254.81	\$309.19
Terminal 2	\$89.15	\$127.29	\$95.53	\$123.10	\$205.34	\$221.52	\$269.72

¹ The FY 2026 Budget, FY 2027 Budget and financial projections for FYs 2028 through 2032 assume the basic provisions of the Airport Use and Lease Agreement will continue to be followed.

The following table shows budgeted Revenues and debt service coverage for Fiscal Years 2026 and 2027 and the calculation of projected debt service coverage for Fiscal Years 2028 through 2032, respectively.

BASE FORECAST PROJECTED COVERAGE CALCULATIONS

St. Louis Lambert International Airport

in thousands except for ratios

	For Fiscal Years Ending June 30						
	Budget 2026	Budget 2027	2028	2029	Projected ¹ 2030	2031	2032
Total Revenues (including DSSF contribution and Additional Requirement)	\$252,159	\$259,336	\$260,813	\$276,447	\$315,787	\$320,389	\$304,217
less: Operation and Maintenance Expenses	151,261	155,221	159,012	162,882	166,852	170,924	175,102
Net Revenues	\$100,898	\$104,115	\$101,800	\$113,565	\$148,935	\$149,465	\$129,115
Debt Service							
Outstanding Bonds	\$63,194	\$66,069	\$61,441	\$70,818	\$70,820	\$70,825	\$46,967
Series 2026 Bonds ²	0	0	0	1,877	26,012	26,012	35,327
Future Bonds ³	0	0	0	0	10,291	10,291	10,291
	\$63,194	\$66,069	\$61,441	\$72,695	\$107,122	\$107,127	\$92,585
Debt service coverage ratio	1.60	1.58	1.66	1.56	1.39	1.40	1.39

¹ The FY 2027 Budget and financial projections for FYs 2028 through 2032 assume the basic provisions of the Airport Use and Lease Agreement will continue to be followed.

² Series 2026 Bonds issued with a 30-year maturity at a 5.50% Aggregate All-In True Interest Cost per Siebert Williams Shank & Co.'s pricing document dated October 23, 2026.

³ Assumes 30-year Bonds, issued in fiscal year 2029 at a 5.5% interest rate with 1-year capitalized interest.

ENVIRONMENTAL AND GOVERNANCE EFFORTS

Environmental and Sustainability Factors

The City and the Airport have a longstanding strategic focus to advance sustainability at the Airport. They are committed to integrating environmental, social and governance (“**ESG**”) factors into new projects and existing operations to continually achieve a more sustainable operation and management strategy. The Airport adopted a sustainability policy to ensure the integrity of its economic viability, operational efficiency, natural resource conservation and social responsibility. The Airport has made strides to move beyond compliance with applicable federal, state, and local laws and regulations, toward enhanced environmental performance through economic, operational, and social initiatives related to the following areas: pollution prevention, air quality, water quality and usage efficiency, recycling programs, energy management, wildlife management and noise management.

ESG Initiatives

Certain ongoing projects as well as projects currently underway or completed at the Airport in furtherance of the Airport’s commitment to ESG goals include, but are not limited to, the following.

Zero Emission Vehicle (ZEV) Program. The Airport has identified \$3.1 million in eligible all-electric vehicle and associated charging infrastructure projects designed to improve air quality and do not produce exhaust emissions of any criteria pollutant. This program directly supports the Airport’s commitment to decreasing the amount of carbon emission by replacing diesel-powered buses at the Airport with electric shuttle buses to shuttle passengers from terminal to terminal and from parking lots to terminals and back. A portion of the proceeds of the Series 2026 Bonds will be used for such programs. See

**“AIRPORT CAPITAL IMPROVEMENT PROGRAMS – Zero Emission Vehicle Program,”
“SOURCES AND USES OF FUNDS,” “AIRPORT CAPITAL IMPROVEMENT PROGRAMS –
Five-Year CIP.”**

Noise Compatibility Program. The mission of the Airport’s ongoing Noise Compatibility Program is to address ways to reduce current and future noise levels on the communities surrounding the Airport. The program focuses on three areas: noise abatement, land use planning, and program management. Noise abatement measures include approved departure routes of aircraft and time restrictions on various aircraft operations. Land use planning includes efforts to work with local jurisdictions to ensure that development occurs that is compatible with Airport and aircraft operations. Program management measures include the Airport’s aircraft monitoring system and outreach programs. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – Funding Plan for 5-Year CIP FY2027 - 2031.”**

Relocation of Airfield Maintenance and Snow Removal Facility; West Deicing Pad. A portion of the proceeds of the Series 2026 Bonds will be used to fund the construction of the replacement facilities for the Airport’s current Airfield Maintenance and Snow Removal Facility (“*AFM*”), which were constructed as early as the 1960s and are situated in a flood prone area that puts existing facilities and equipment at risk of damage, and which will be constructed on a site immediately northwest of its current location. Once the replacement AFM campus is commissioned, the existing buildings will be demolished, and the site will be redeveloped as the West Deicing Pad, which will enhance the Airport’s ability to collect and manage deicing fluids. See **APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – 5-Year Capital Improvement Program” and “Funding Plan for 5-Year CIP FY2027 - 2031.”**

Various Airfield Vehicle Projects. Various airfield vehicle projects, certain of which will be funded with a portion of the proceeds of the Series 2026 Bonds, focus on the replacement of various airfield vehicles that have exceeded their useful life and no longer meet FAA requirements for snow and aircraft emergency response. These projects include the replacement of dump trucks with plows and spreaders, a snow removal combo unit, aircraft rescue and firefighting vehicles, a multi-function unit and a portable generator. See **“SOURCES AND USES OF FUNDS,” “AIRPORT CAPITAL IMPROVEMENT PROGRAMS – Five-Year CIP” and APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – 5-Year Capital Improvement Program.”**

Various Terminal Projects. The Series 2026 Bonds include replacing electrical equipment to ensure optimal efficiency and safety and building improvements within the terminals including emergency operations center construction, energy efficient electrical equipment installation, and miscellaneous lighting and trash compactor replacements. The Airport’s new Operations Center/Emergency Operations Center became fully operational in the summer of 2025. See **“SOURCES AND USES OF FUNDS,” “AIRPORT CAPITAL IMPROVEMENT PROGRAMS – Five-Year CIP” and APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Introduction – 2025 STL Annual Report Highlights.”**

Recycling. The Airport has a comprehensive terminal and concourse recycling program including public containers in major pathways of terminals and concourses as well as parking garages. In addition, the Airport provides extensive employee and tenant training to improve awareness about recycling and sustainability initiatives. The Airport also initiated a policy requiring construction contractors to recycle construction materials.

Cybersecurity. The Airport employs various measures to combat cyber-risk ranging from external service providers monitoring traffic and mitigating threatening traffic to internal monitoring and mitigation systems used by its internal Airport Information Technology (“*AIT*”) security members. In addition, the Airport maintains a Cybersecurity Insurance policy which would supply monetary and mitigation support

in the event of a cyber breach. See also “**AIRPORT MANAGEMENT – Risk Management**” and “**CERTAIN INVESTMENT CONSIDERATIONS – Cybersecurity.**”

FACTORS AFFECTING THE AIRPORT AND THE AIR CARRIER INDUSTRY

General

The City’s ability to collect Revenues may be affected by the ability of the airlines operating at the Airport to meet their respective obligations under the AULAs, the Operating Agreements and other arrangements. In addition, the level of aviation activity at the Airport can have a material impact on the amount of Revenues and PFC Revenues of the Airport. The amount of the PFC Revenues is based upon the number of enplanements at the Airport. Thus, any decrease in enplanement levels, whether due to a general decrease in aviation activity nationwide or a decrease in aviation activity at the Airport specifically, will cause a decrease in the amount of the PFC Revenues received by the Airport during the Fiscal Year. The amount of moneys to be deposited into the Revenue Fund in any given month is also dependent upon the level of concession and non-air carrier revenues, which is dependent upon activity at the Airport. Amounts available for deposit in the Revenue Fund could be adversely affected by delays or defaults in the payment of rates and charges by the air carriers at the Airport.

The generation of Revenues from the operation of the Airport depends on various factors, many of which are not subject to the control of the Airport, including, as noted above, the ability of the airlines serving the Airport to meet their respective obligations under the AULAs, the Operating Agreements and other arrangements with the Airport. The revenues and financial condition of the airlines serving the Airport may be materially affected by many factors, including without limitation, the following: declining air travel demand; service and cost competition; mergers and acquisitions; the availability and cost of fuel and other necessary supplies; increases in fixed costs; adverse changes in capital requirements; increases in the cost and decreases in the availability of financing; technological changes; national and international disasters and hostilities; the cost and availability of employees; strikes and other employee disruptions; increased maintenance costs due to more stringent parts replacement requirements for aircraft; limitations or restrictions on the availability of routes and slots at various airports; unanticipated litigation and liability; unexpected changes in federal regulation; unknown environmental risks and regulations; more stringent noise abatement regulations requiring increases in capital expenditures; acts of war, terrorism, and other risks.

There can be no assurance that any airline currently operating at the Airport will continue to operate at the Airport or at its current level of operation; nor can there be any assurance that any airline operating at the Airport is not incurring or will not incur financial difficulties affecting its level of operations at the Airport or its ability to continue operations as a viable airline.

Aviation Security and Safety Requirements

The FAA has instituted several security and safety measures for all U.S. airports, including improving air traffic control operations and enhancing passenger search and security checks and prohibiting non-ticketed persons from entering Airport facilities beyond established security checkpoints. In March, April, and May 2026, the FAA announced new measures to enhance safety between airplanes and helicopters, mandating air traffic controllers to use radar to actively manage aircraft. This requires updates to air traffic control systems and procedures. In addition, the FAA announced an air traffic controller workforce plan, under which the FAA plans to hire an additional 4,000 air traffic controllers to enhance airport security throughout the United States. As for enhancing passenger and security checks, the Aviation and Transportation Security Act, as amended (the “*Aviation Security Act*”) created the Department of Homeland Security and the Transportation Security Administration (“*TSA*”), and provided for the

federalization of airport security. The Aviation Security Act permits the deployment of air marshals on all flights and requires deployment of air marshals on all “high risk” flights. The Aviation Security Act also requires that sufficient explosives detection systems be deployed at airports in the United States to screen all checked baggage. Such security enhancements have resulted in additional costs to the Airport and delays to travelers. The airlines and the federal government are largely responsible for the continuing costs of implementing these security measures.

Impact of Government Shutdowns

In late 2025, in response to federal government shutdowns, the FAA began restricting flight traffic across the United States by 10%. Because the Airport was not among the airports slated by the FAA for flight traffic reductions, the Airport was relatively unaffected by the shutdowns. At the same time, the Department of Homeland Security TSA operations were unfunded beginning in February 2026 and through May 2026. Yet, even though TSA absenteeism during this period rose to 20% at certain airports nationally, travelers at the Airport experienced no major delays during this period and minimal security wait times which lasted no more than seven minutes. While the impact of future shutdowns is unknown, this experience reflects the Airport’s resilience in the face of challenges arising from federal government shutdowns.

Revenues from Air Carriers

Historically, the airline industry’s results have correlated with the performance of the economy. Air carrier fares have an important effect on passenger demand, particularly for relatively short trips where the automobile or other travel modes are alternatives and for price-sensitive “discretionary” travel, such as vacation travel. Airfares are influenced by air carrier operating costs and debt burden, passenger demand, capacity and yield management, market presence and competition.

Air Carrier Service and Routes

While passenger demand at an airport depends on the demographics and the economy of the region served, air carrier service and the number of passengers enplaned also depend on the route networks of the air carriers serving an airport. Domestic air carriers are free to enter or leave individual air traffic markets, and to increase or decrease service at will, and there can be no assurance that any air carrier will maintain its current level of service at the Airport. Most major air carriers have developed “hub-and-spoke” route networks as a means of increasing their service frequencies, passenger volumes and profitability. Changes in air carrier activity at the Airport can significantly impact Revenues.

Aviation Fuel Costs

The price of aviation fuel is a critical and uncertain factor affecting airline operating economics. Fuel prices are particularly sensitive to worldwide political instability and economic uncertainty. The price of aviation fuel rose to an all-time high of approximately \$4.03 per gallon in June 2022. According to a May 2026 release by the U.S. Bureau of Transportation Statistics, the cost per gallon of aviation fuel in March 2026 (\$3.13) was up 74 cents (31%) from February 2026 (\$2.39) and up 72 cents (30%) from March 2025. Significant volatility in aviation fuel prices, material disruptions in the supply of oil and aviation fuel, and prolonged periods of higher aviation fuel-related operating costs due to instability in the Middle East and continued military operations in the Persian Gulf, including the Strait of Hormuz, have had material adverse effects on airline profitability; causing airlines to reduce capacity, fleet and personnel, as well as increase air fares and institute additional fees, all of which may adversely impact Airport Revenues. See **“CERTAIN INVESTMENT CONSIDERATIONS – Cost of Aviation Fuel and – Geopolitical Tension.”**

Geopolitical Tension

The aviation industry is affected by geopolitical events and developments around the world. Military conflicts, acts of terrorism, civil unrest, cyberattacks, trade disputes, economic sanctions, diplomatic tensions, restrictions on international travel, airspace closures, disruptions to global supply chains, and other geopolitical developments may adversely affect passenger demand, airline operations, fuel prices, economic activity, and consumer confidence. Such events may also reduce air travel demand, alter airline schedules and route networks, increase operating costs, disrupt aircraft manufacturing and maintenance supply chains, or have other effects on the aviation industry. The duration, severity, and geographic scope of such events are difficult to predict, and their effects may extend beyond the locations directly involved. Although the Airport primarily serves domestic passengers and is not highly dependent on international traffic, significant geopolitical events may adversely affect overall passenger activity and airline service levels. The occurrence, duration, or effects of future geopolitical developments are largely unpredictable. See “**APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Forecast Risk and Uncertainty – Geopolitical Events and International Developments”**” and “**Commercial Aviation Activity – Major Developments Affecting the U.S. Airline Industry.**”

FINANCIAL CONDITION OF CERTAIN AIRLINES SERVING THE AIRPORT

General

The Airport derives its operating revenues primarily from landing fees, long-term leases of land, and terminal building space rentals. The financial strength and stability of the airlines serving the Airport, among other factors, including the decisions of individual airlines regarding levels of service at the Airport, affect the level of aviation activity at the Airport and its Revenues.

The economic condition of the airline industry has historically been volatile, and the aviation industry has undergone significant changes, including mergers, acquisitions, bankruptcies, and closures in recent years. Further, the aviation industry is sensitive to a variety of factors, including the cost and availability of labor, fuel, aircraft, supplies, and insurance; general economic conditions; international trade; currency values; competitive considerations, including the effects of airline ticket pricing; traffic and airport capacity constraints; governmental regulation, including security regulations and taxes imposed on airlines and passengers, and maintenance and environmental requirements; passenger demand for air travel; strikes and other union activities; availability of financing; and disruptions caused by airline accidents, criminal incidents, and acts of war or terrorism. As a result, airline financial performance can fluctuate dramatically from one reporting period to the next. The City makes no representation with respect to the continued viability of any of the carriers serving the Airport, airline service patterns, or the impact of any airline failures on Revenues.

Due to the discretionary nature of business and personal travel spending, airline passenger traffic and revenues are influenced by the state of the national economy, other regional and world economies, business profitability, security concerns and other factors. Airline service decisions are also influenced by industry consolidation, financial restructuring, and changes in competitive strategy. Mergers, acquisitions, bankruptcies, and other corporate transactions may result in network realignments, changes in hub strategies, route restructuring, or reductions in service at individual airports. While consolidation has generally strengthened the financial condition of the U.S. airline industry over the long term, future structural changes could affect the level and composition of service at the Airport. Significant structural changes to the airline industry have occurred in recent years, including reducing or eliminating service on unprofitable routes and hubs, grounding less fuel-efficient aircraft, achieving high load factors, reducing airline work forces, implementing pay cuts, streamlining operations and merging with other airlines. Airfares have become

easier to compare, which has made pricing and marketing among airlines more competitive. The price of fuel has been a significant cost factor for the airline industry and affects airline earnings. Fuel prices are particularly sensitive to worldwide political instability, economic uncertainties and increased demand from developing economies, production disruption, regulations and weather. Material and prolonged changes in the costs of aviation fuel may have an adverse impact on air transportation industry profitability. See **“APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Forecast Risk and Uncertainty – Airline Industry Risks” and “Commercial Aviation Activity – Major Developments Affecting the U.S. Airline Industry.”**

Airline Information

Certain of the airlines or their parent corporations, including Southwest Airlines, Alaska Airlines, Frontier Airlines, American Airlines, United Airlines and Delta Air Lines are subject to the information reporting requirements of the Exchange Act, and as such are required to file periodic reports, including financial and operational data, with the SEC. All such reports and statements may be inspected in the Public Reference Room of the SEC, which can be located by calling the SEC at 1-800-SEC-0330. The SEC maintains a website at <http://www.sec.gov> containing reports, proxy and information statements, and other information regarding registrants that file electronically with the SEC. In addition, each domestic airline is required to file periodic reports of financial and operating statistics with the U.S. Department of Transportation (“**DOT**”). These reports may be inspected at the following location: Department of Transportation, Research and Special Programs Administration, Office of Airlines Statistics at Room 4125, 400 7th Street, SW, Washington, DC 20590, and copies of the reports may be obtained from the DOT at prescribed rates.

Privately-owned airlines and airlines owned by foreign governments or foreign corporations operating airlines (unless such foreign airlines have American Depositary Receipts registered on a national exchange) are not required to file information with the SEC. Airlines owned by foreign governments, or foreign corporations operating airlines, file limited information only with the DOT.

Neither the City nor the Underwriters undertake any responsibility for or make any representation as to the accuracy or completeness of (i) any reports and statements filed with the SEC or the DOT or (ii) any material contained on the SEC’s website as described in the preceding paragraph, including, but not limited to, updates of information on the SEC’s website or links to other internet sites accessed through the SEC’s website. Any material contained on the SEC’s website is provided for informational purposes only. Such information is not incorporated by reference herein and should not be relied upon by investors. The City is not obligated to provide any such financial information for any airline serving the Airport in its Annual Report under the Continuing Disclosure Agreement.

NONE OF THE CITY, THE AIRPORT OR THE UNDERWRITERS MAKE ANY REPRESENTATION WHATSOEVER WITH RESPECT TO THE FINANCIAL CONDITION OR CONTINUED VIABILITY OF ANY OF THE AIRLINES.

CERTAIN INVESTMENT CONSIDERATIONS

The purchase and ownership of the Series 2026 Bonds involve investment risk and may not be suitable for all investors. Prospective investors are urged to read this Official Statement, including the cover page, inside cover page and appendices to the Official Statement, in its entirety. The factors set forth in this Official Statement, among others, may affect the security for and/or trading value of the Series 2026 Bonds. The information in this Official Statement does not purport to be a comprehensive or exhaustive discussion of all risks or other considerations that may be relevant to an investment in the Series 2026 Bonds. In addition, the order in which the following information is

presented is not intended to reflect the relative importance of any such considerations. Additional risk factors relating to the purchase of the Series 2026 Bonds are described throughout this Official Statement, whether or not specifically designated as risk factors. Additional risks and uncertainties not presently known, or currently believed to be immaterial, may also materially and adversely affect, among other things, Revenues. In addition, although the various risks discussed in this Official Statement are generally described separately, prospective investors of the Series 2026 Bonds should consider the potential effects of the interplay of multiple risk factors. Where more than one significant risk factor is present, the risk of loss to an investor may be significantly increased. There can be no assurance that other risks or considerations not discussed in this Official Statement will not become material in the future.

Limited Obligations

The Series 2026 Bonds are limited obligations of the City, payable solely from Revenues, as defined and described herein, to be derived by the City from the operation of St. Louis Lambert International Airport and certain other funds pledged under the Indenture. See “**THE SERIES 2026 BONDS - Security and Sources of Payment - Revenues.**” The Series 2026 Bonds do not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment of the Series 2026 Bonds, either as to principal, premium (if any) or interest. The Series 2026 Bonds will be secured on a parity basis with the Outstanding Bonds, as defined herein, and any Additional Bonds (as defined in **APPENDIX C — “Summary of Certain Provisions of the Indenture”**) issued under the Indenture as more fully described herein.

Potential Limitation of Tax Exemption

From time to time, the President of the United States, the United States Congress, and/or state legislatures have proposed and could propose in the future, legislation that, if enacted, could cause interest on the Series 2026B Bonds and the Series 2026C Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or could cause interest on the Series 2026B Bonds and the Series 2026C Bonds to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. Clarifications of the Internal Revenue Code of 1986, as amended (the “*Code*”), or court decisions may also cause interest on the Series 2026B Bonds and the Series 2026C Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or may cause interest on the Series 2026B Bonds and the Series 2026C Bonds to be subject to or exempted from state income taxation. The introduction or enactment of any such legislative proposals or any clarification of the Code or court decisions may affect, perhaps significantly, the market price for, or marketability of, the Series 2026B Bonds and the Series 2026C Bonds. Prospective purchasers of the Series 2026B Bonds and the Series 2026C Bonds should consult their own tax advisors regarding any such pending or proposed federal or state tax legislation, regulations or litigation, as to which Co-Bond Counsel expresses no opinion. See “**TAX MATTERS.**”

Effect of Disease Outbreaks and Related Matters

The COVID-19 pandemic and resulting restrictions on human activities severely disrupted the economies of the United States and other countries. There can be no assurances that any resurgence of a similar pandemic causing virus will not have a material adverse effect on the demand for passenger air travel, both nationally and internationally, although air travel volumes have substantially recovered since mid-2020. See “**Demand for Air Travel and Airline Activity at the Airport.**”

The post-pandemic recovery and subsequent growth in seat capacity at the Airport is due largely to Southwest Airlines, which has consistently held the significant majority of daily scheduled seats throughout

the Airport's sampled history. Despite a 37.8% loss from FY2019 to FY2021, Southwest's steady recovery allowed the airline's daily seats (as well as the Airport's daily seats as a whole) to surpass their FY2019 levels by FY2024. Though FY2026 brought a minor decrease, the Airport's total daily scheduled seats still remain 2.3% higher than FY2019, with a daily average of 27,692 scheduled seats. Southwest, United, and other airlines servicing the Airport also remain above pre-pandemic levels, though American and Delta have still not fully recovered. Unlike scheduled seats, the Airport's daily departures have not returned to pre-pandemic levels for the Airport as a whole nor any of the airlines, save for one exception: Southwest. As of FY2026, Southwest operated a daily average of 110 departures, which is equal to its FY2019 level. Overall, the Airport operated a total daily average of 196 departures, which remains about 17.2% below its FY2019 level. See **"APPENDIX A — "Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Scheduled Passenger Airline Service."**

A pandemic, and its dynamic nature, leads to uncertainties, including those related to the severity of the disease; the duration of the pandemic, actions that may be taken by governmental authorities to contain the outbreak or to treat its impact; any travel restrictions on the demand for air travel serving airports and concessions, or on the airline or travel industry generally. Due to the evolving nature of a pandemic or other worldwide health-related events, and the response of governments, businesses and individuals to a pandemic or other worldwide health event, the City cannot predict the outcome of many factors that can materially adversely affect its finances or operations, including but not limited to: (a) the duration or extent of a pandemic or worldwide health event or force majeure event; (b) restrictions or warnings related to air travel, gatherings or any other activities; (c) what effect a pandemic or another outbreak- or pandemic-related restrictions or warning may have on air travel, including to and from the Airport, the retail and services provided by the Airport concessionaires, Airport costs or Revenues; (d) whether and to what extent a pandemic or another outbreak or pandemic may disrupt the local, State, national or global economy, manufacturing or supply chain, or whether any such disruption may adversely impact the Airport's CIP or other Airport operations; (e) the extent to which a pandemic or another outbreak or pandemic, or the resultant disruption to the local, State, national or global economies, may result in changes in demand for air travel, including long-term changes in consumer behavior (such as a permanent reduction in business travel brought about by the accelerated adoption of technology for virtual meetings and conferences) and the operations of other businesses, or may have an impact on the airlines or concessionaires serving the Airport or the airline and travel industry, generally; (f) whether or to what extent the Airport may provide additional deferrals, forbearances, adjustments or other changes to the Airport's arrangements with airline tenants and Airport concessionaires; or (g) whether any of the foregoing may have a material adverse effect on the finances and operations of the Airport. Prospective investors should assume that certain restrictions and limitations related to a pandemic may be reinstituted and that full recovery of air travel may be prolonged or delayed, causing an adverse impact on Revenues. Future outbreaks, pandemics or events outside the Airport's control may further reduce demand for air travel, which in turn could cause a decrease in passenger activity at the Airport and declines in Revenues. See **"APPENDIX A — "Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Forecast Risk and Uncertainty – Public Health Events and Pandemics."**

Local, Regional, and National Demand for Air Travel and Airline Activity at the Airport

The Revenues of the Airport are affected substantially by the economic health of the air transportation industry and the airlines serving the Airport. Air travel demand has historically correlated to the national economy, generally, and consumer income and business profits, in particular. The long-term implications of recent economic and political conditions are unclear. A lack of sustainable economic growth could negatively affect, among other things, financial markets, commercial activity, and consumer spending. There can be no assurance that economic and political turmoil or lack of sustainable economic growth will not adversely affect demand for travel.

The level of aviation activity and enplaned passenger traffic at the Airport depends on a number of factors, including those discussed above and other economic and political conditions; international hostilities; world health concerns; aviation security concerns, including incidents of terrorism; federal government mandated security measures that result in additional taxes and fees and longer passenger processing and wait times; accidents involving commercial passenger aircraft; airline service and routes; airline fares and competition; airline industry economics, including labor relations, fuel prices and aging aircraft fleets; aviation workforce shortages, capacity of the national air traffic control and airport systems; competition from other airports; reliability of air service; business travel substitutes, including teleconferencing, videoconferencing and web-casting; consumer price sensitivity; and the capacity, availability, and convenience of service at the Airport, among others. The occurrence of pandemics or an outbreak of a disease or similar public health threat that affects travel demand or travel behavior, or travel restrictions or reduction in the demand for air travel caused by an outbreak of a disease or similar public health threat in the future, could have a material adverse impact on the airline industry and result in substantial reductions in and/or cancellations of, bookings and flights.

The Airport derives a substantial portion of its operating revenues from landing fees, long-term leases of land, and terminal building space rentals. The financial strength and stability of the airlines using the Airport, and the number of enplaned passengers carried by any one airline, together with numerous other factors, influence the level of aviation activity at the Airport. In addition, individual airline decisions regarding levels of service, particularly numbers of flights and hubbing activity at the Airport, can substantially affect total enplanements. See also “**APPENDIX A — Financial Feasibility Report of the Airport Consultant – Economic Environment.**”

Southwest is the largest carrier at the Airport, accounting for approximately 25.9% of the Airport’s total operating revenues and 51.7% of total revenues from participating air carriers for the Fiscal Year ended June 30, 2025, and approximately 63.8% of total enplanements at the Airport in FY2025. No assurances can be given that Southwest will continue to operate at its current level or that, if it reduces or discontinues its operations, its current level of activity will be replaced by other carriers.

American Airlines (including its affiliates) is the second largest carrier operating at the Airport, accounting for approximately 8.0% of the Airport’s total operating revenues and 15.9% of total revenues from participating air carriers for the Fiscal Year ended June 30, 2025, and approximately 13.2% of total enplanements at the Airport in FY2025. No assurances can be given that American will continue its operations at the Airport or that, if it discontinues or further reduces such operations, its activity will be replaced by other carriers.

For information regarding the financial condition of Southwest, American Airlines, and other airlines, see “**THE AIRPORT – Airline Market Shares**” and “**APPENDIX B — Audited Financial Statements Of The Airport For The Fiscal Year Ended June 30, 2025.**”

Structural Changes in the Travel Market and Travel Substitutes

Many factors have combined to alter consumer travel patterns. Travel behavior may be affected by anxieties about the safety of flying, the potential exposure to severe illnesses and natural disasters, all of which could lead to the avoidance of airline travel or the use of alternative means of transportation. Additionally, because of rising travel costs due to geopolitical and energy-related economic factors, consumers have become more price sensitive. This has made pricing and marketing even more competitive in the U.S. airline industry. Finally, smaller corporate travel budgets, combined with the higher time costs of travel, have made business customers more amenable to communications substitutes such as tele- and videoconferencing.

Airline Consolidations

The airline industry continues to evolve as a result of competition and changing demand patterns and it is possible that the airlines serving the Airport could further consolidate operations through acquisition, merger, alliances, and code share sales strategies. Airline mergers affect service and traffic at airports, when they consolidate facilities, optimize route networks, and route connecting traffic through other hubs. The impact on the affected airports can be significant or trivial, depending upon whether the merging airlines have a large market share at an airport and whether they carry significant connecting traffic through the Airport. Recent activity regarding airline mergers includes Allegiant's acquisition of Sun Country which was completed on May 13, 2026 and Alaska Airlines' acquisition of Hawaiian Airlines which was completed in September 2024. JetBlue and Spirit Airlines' merger was blocked by the United States Department of Justice ("**DOJ**") in January 2024, and JetBlue officially announced the termination of the merger agreement on March 4, 2024. Since then, Spirit Airlines has been liquidated and has terminated operations and JetBlue has entered into a collaborative partnership with United Airlines, which the DOT approved in July 2025. At the same time in July 2025, American Airlines and Porter Airlines sought federal approval of a codeshare agreement, which was finalized and entered into in September 2025. See **APPENDIX A — "Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Airline Market Shares."**

It is not clear what impact current economic factors, including challenges to aviation fuel supplies, may have on trends towards further airline consolidation. It is possible that such factors may result in further mergers and acquisitions within the industry.

Industry Workforce Shortages

General labor shortages, including pilots and mechanics, have been impacting, and may continue to impact, the airline industry and the Airport. Several major airlines have announced reduced schedules and have cancelled flights as a result of reported labor shortages and staffing challenges. Labor shortages have been attributed to thousands of workers in the airline industry opting for buyouts, early retirement packages or otherwise terminating their employment during the COVID-19 pandemic.

Pilot shortages in particular have been an industry-wide issue, especially for smaller regional airlines. As passenger demand increases and air traffic demand returns, the major air carriers are anticipated to need additional pilots, and are generally able to hire pilots away from regional airlines.

In addition to the pilot shortage, over the next decade there could be a shortage of qualified mechanics to maintain the airlines' fleet of planes. This potential shortage is a result of an aging pool of mechanics, a large number of which are expected to retire during the next decade, and a lack of younger people joining the ranks of the mechanics. A shortage of mechanics could raise the cost of maintenance, require airlines to maintain more spare planes and/or result in increased flight cancellations and delays.

Cost of Aviation Fuel

Airline earnings are significantly affected by changes in the price of aviation fuel. According to Airlines for America, fuel, along with labor costs, is one of the largest cost components of airline operations and continues to be an important and uncertain determinate of an air carrier's operating economics. Although there has been no shortage of aviation fuel since the "fuel crisis" of 1974, any increase in fuel prices causes an increase in airline operating costs. Fuel prices continue to be susceptible to, among other factors, political unrest in various parts of the world, including the war between Ukraine and Russia and, historically, in the oil-producing nations in the Middle East and North Africa, Organization of Petroleum Exporting Countries policy, the growth of economies around the world, the levels of inventory carried by

industries, the amounts of reserves maintained by governments, disruptions to production and refining facilities and weather. Significant volatility in aviation fuel prices, material disruptions in the supply of oil and aviation fuel, and prolonged periods of higher aviation fuel related operating costs due to instability in the Middle East and continued military operations in the Persian Gulf, including the Strait of Hormuz, have had material adverse effects on airline profitability; causing airlines to reduce capacity, fleet and personnel, as well as increase air fares and institute additional fees, all of which may continue to adversely impact Airport Revenues. See also **“FACTORS AFFECTING THE AIRPORT AND THE AIR CARRIER INDUSTRY – Aviation Fuel Costs.”**

Geopolitical Conflicts

The U.S. aviation industry, including the Airport and the airlines serving the Airport, are exposed to risks from geopolitical conflicts. For example, trade disputes, including increased tariffs, and restrictions on immigration may negatively impact passenger volume, increase costs for the aviation industry, increase volatility in the world’s economies, and potentially contribute to geopolitical tensions. Regional wars, military actions and other conflicts could also potentially affect commercial aviation by impacting the global economy and cause: (i) increased commodity and fuel prices and increased strain on global supply chains; (ii) economic sanctions against certain countries, institutions, companies and commodities, including oil and natural gas; (iii) closure of affected airspace necessitating changes to airline routes and the suspension of service to some areas; (iv) increased risk of cyber-attacks against the FAA and federal, state and local governmental agencies and entities, financial institutions and infrastructure, and (v) other unknown and unexpected impacts on the industry. See **“APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Commercial Aviation Activity – Forecast Risk and Uncertainty - Geopolitical Events and International Developments”** and **“Commercial Aviation Activity – Major Developments Affecting the U.S. Airline Industry.”**

Aviation Safety and Security Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions may influence, and in some instances have influenced, passenger travel behavior and air travel demand, particularly in light of fatal crashes of aircraft, existing international hostilities, potential terrorist attacks and world health concerns, including epidemics and pandemics.

An increase in aircraft crashes and potential collisions recently, including, among others, an Air Canada Express CRJ-900 collision at LaGuardia Airport on March 22, 2026, and a crash occurring on January 29, 2025, when a U.S. Army helicopter collided with an American Airlines regional jet as it prepared to land at Reagan National Airport, have raised concerns by the general public regarding the safety of air travel. In addition, with the proliferation of inexpensive, commercially available, unmanned aerial vehicles (“UAVs”), or drones, the threat that unauthorized and unsafe UAV operations near airports could adversely affect the safety or security of U.S. airports and arriving or departing aircrafts. Incursions of U.S. airport airspace by UAVs have disrupted airport operations by causing flights to be halted or diverted. Although UAVs are regulated by the FAA, there can be no assurance that unauthorized UAV activity will not adversely affect the Airport’s operations. Nor can the Airport predict the likelihood of any future events or their effect on the Revenues.

As a result of terrorist activities, certain international hostilities and risk of violent crime, the Airport has implemented enhanced security measures mandated by the FAA, the TSA, and the Department of Homeland Security. Current and future security measures may create significantly increased inconvenience, costs and delays at the Airport which may give rise to the avoidance of air travel generally and the switching from air to ground travel modes and may adversely affect the Airport’s operations, expenditures and Revenues.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the airline industry. Air travel industry participants, including airlines, the FAA, the TSA, the Airport, rental car companies, concessionaires and others collect and store sensitive data, including intellectual property, proprietary business information, information regarding customers, suppliers and business partners, and personally identifiable information of customers and employees. The secure processing, maintenance and transmission of this information is critical to air travel industry operations. Despite security measures, information technology and infrastructure may be vulnerable to attacks by hackers or breaches due to employee error, malfeasance or other disruptions. Any such breach could compromise networks and the information stored there could be disrupted, accessed, publicly disclosed, lost or stolen. Any such disruption, access, disclosure or other loss of information could result in disruptions in the efficiency of the air travel industry, legal claims or proceedings, liability under laws that protect the privacy of personal information, regulatory penalties, operations and the services provided, and cause a loss of confidence in the air travel industry, which could ultimately adversely affect Revenues. The Airport Authority employs various measures to combat these threats ranging from external service providers monitoring traffic and mitigating threats to traffic to internal monitoring and mitigation systems used by the internal AIT security members. All data interfaces with the tenants of the Airport are through secured firewalled systems interfaces. The AIT department provides and promotes security awareness training as well as testing of the users to assist in preventing users from allowing a data breach. Finally, the Airport Authority has a Cybersecurity Insurance policy in the event of a breach which would supply monetary and mitigation support. However, no assurances can be given that the Airport's security measures will prevent cyber-attacks, and no assurances can be given that any cyber-attacks, if successful, will not have a material adverse effect on the operations or financial condition of the Airport.

Aviation Security Requirements and Related Costs

The airlines and the federal government were primarily responsible for, and bore most of the capital costs associated with, implementing the new security measures at the Airport. The Airport is currently in compliance with all federally mandated security requirements.

The Airport cannot predict the effect of any future government-required security measures on passenger activity at the Airport, nor can the Airport predict how the government will staff security.

FAA Reauthorization and Federal Funding

On May 9, 2024, Congress passed a five-year reauthorization bill for the FAA, the FAA Reauthorization Act of 2024, which was signed into law on May 16, 2024. The FAA Reauthorization Act of 2024, among other things, authorizes the FAA's programs for five federal fiscal years, and increases funding for the Airport Improvement Program ("*AIP*") through September 30, 2028. The AIP provides federal capital grants to support airport infrastructure, including entitlement grants (determined by formulas based on passenger, cargo, and general aviation activity levels) and discretionary grants (allocated on the basis of specific set-asides and the national priority ranking system). There can be no assurance that Congress will enact, and the President will sign future FAA reauthorization acts or provide for additional extensions before the current authorization expires. Failure to adopt such legislation may have a material, adverse impact on the AIP grant program and the Airport.

Regulations and Restrictions Affecting the Operations of the Airport

Airport operations are affected by various contractual, statutory, and regulatory restrictions and limitations, including, without limitation, the provisions of the AULA, the federal acts authorizing the imposition, collection and use of PFC Revenues and extensive federal legislation and regulations applicable

to all airports in the United States. In addition, on February 16, 2023, the FAA announced a rule requiring more than 200 major airports, including the Airport, to implement airport-wide safety management systems (SMS). The City submitted its SMS Implementation Plan to the FAA and received approval from the FAA in October 2024 reflecting compliance with the rule.

It is not possible to predict whether future restrictions or limitations on Airport operations will be imposed, whether future legislation or regulations will affect anticipated federal funding or PFC collections for capital projects for the Airport, whether additional requirements will be funded by the federal government or require funding by the City or whether such restrictions or legislation or regulations would adversely affect Revenues.

The U.S. airline industry has undergone a significant structural transformation since the Airline Deregulation Act of 1978 removed federal control over fares, routes, and market entry. Deregulation stimulated competition, expanded route networks, lowered average airfares, and encouraged the development of hub-and-spoke systems. During the 1980s and 1990s, industry growth was supported by the emergence of low-cost carriers, advances in aircraft technology, the expansion of global airline alliances, widespread adoption of internet-based ticket distribution, and a prolonged period of economic expansion.

Considerations Regarding Passenger Facility Charges

The FAA has the power to terminate the authority to impose PFCs if the City's PFC Revenues are not used for approved projects, if project implementation does not commence within the time periods specified in the FAA's regulations or if the City otherwise violates FAA regulations. The City's plan of funding for the CIP is premised on certain assumptions with respect to the timing and amounts of the City's PFC applications, and the availability of PFCs to fund PFC-eligible portions of certain of those projects. If amounts collected through PFCs are lower than expected, the City may elect to delay certain projects or to seek alternative sources of funding, including the issuance of Additional Bonds.

Climate Change and Natural Disasters

The St. Louis MSA is at risk for a broad range of natural, weather-related disasters, including without limitation, drought, tornadoes, and flooding. With rising global temperatures, climate change may significantly increase the occurrence of natural hazards and extreme weather events in the St. Louis MSA and throughout the United States. No assurance can be provided that such events will not occur, and, if any such events were to occur, no prediction can be provided as to the actual impact or severity of the impact on the City's operations and financial condition or on the Airport's operations and financial condition, as applicable.

Other Key Factors

Capacity limitations of the national air traffic control system, the Airport and at competing airports could be factors that might affect future activity at the Airport. In the past, demands on the air traffic control system have caused operational restrictions that have affected airline schedules and passenger traffic and caused significant delays. The FAA has initiated an effort to replace aging air traffic control systems with next generation technology and has made certain improvements to the computer, radar and communications equipment of the air traffic control system in recent years; all aimed at accelerating the implementation of Next Generation Air Transport System ("*NextGen*"). NextGen is designed to modernize the National Airspace System from a ground-based system of air traffic control to a satellite-based system of air traffic management in order to enhance the use of airspace and runways. No assurances can be given that future increases in airline and passenger activity would not again adversely affect airline operations.

For more details on these and other key factors that could impact results of Airport operations, see APPENDIX A — “Financial Feasibility Report of the Airport Consultant – Forecast Risk and Uncertainty – Infrastructure and Capacity and Airspace Risks.”

Effect of Airline Bankruptcies

Several airlines (including some that served the Airport) ceased operations and/or filed for bankruptcy protection in the past and may do so in the future. No assurances can be given that the airlines now serving the Airport will continue operations or maintain their current levels of activity at the Airport. If one or more airlines were to discontinue operations at the Airport, there is no assurance that the activity accounted for by such airlines would be replaced by other carriers.

In the event of bankruptcy proceedings involving one or more of the Signatory Airlines, the debtor airline or its bankruptcy trustee must determine within a time period determined by the court whether to assume or reject the applicable AULA. However, bankruptcy courts are courts of equity and can grant exceptions to these statutory limitations. In the event of assumption, the debtor airline would be required to cure any prior defaults and to provide adequate assurance of future performance under the relevant document. Rejection of an AULA by any bankrupt Signatory Airline would give rise to an unsecured claim of the City for damages, the amount of which may be limited by the Bankruptcy Code. In general, under the AULAs, the City is not permitted to allocate to other Signatory Airlines the rents, fees and charges for facilities surrendered by Signatory Airlines pursuant to a rejection in bankruptcy.

If the bankruptcy of one or more Signatory Airlines were to occur, there can be no assurance that the remaining Signatory Airlines would be able, individually or collectively, to meet their obligations under the AULAs. Whether or not an AULA is assumed or rejected in a bankruptcy proceeding, it is not possible to predict the subsequent level of utilization of the gates leased under such agreement. Decreased utilization of gates could have a material adverse effect on Airport operations, as well as on Revenues and ultimately on the cost to the airlines of operating at the Airport. See **APPENDIX E — “Summary of Certain Provisions of the AULAs and the Operating Agreements”** and **APPENDIX I — “THE PFC PROGRAM – Treatment of PFCs in Air Carrier Bankruptcies.”**

Effect of Other Tenant or Concessionaire Bankruptcies

A bankruptcy of a non-airline tenant, lessee, or concessionaire would raise challenges similar to those described above in connection with airline bankruptcies. Certain major rental car companies operating at the Airport filed for bankruptcy in recent years, and it is possible that rental car companies or other non-airline tenants, lessees, or concessionaires will file for bankruptcy in the future.

Limitations on Bondholders’ Remedies

The occurrence of an Event of Default under the Indenture, including a failure to make a payment of principal of, or interest on, the Series 2026 Bonds, may not result in an acceleration of payment of the Series 2026 Bonds. As a result, the Airport may be able to continue indefinitely collecting Revenues and applying them to the operation of the Airport, even if an Event of Default has occurred and no payments are being made on the Series 2026 Bonds. See **“Matters Relating to Enforceability”** below.

Bankruptcy and Matters Relating to Enforceability

The practical realization of any rights upon any default will depend upon the exercise of various remedies specified in the Indenture. These remedies, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, certain of the remedies specified in the Indenture

may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in the Indenture. The security interest in the Revenues granted pursuant to the Indenture may be subordinated to the interest and claims of others in several instances. Examples of cases of subordination of prior claims are described under **“THE SERIES 2026 BONDS — Security and Sources of Payment.”**

The application of federal bankruptcy laws may have an adverse effect on the ability of the Trustee and the Bondholders to enforce their claim to the Revenues. Federal bankruptcy law permits adoption of a reorganization plan, even if such plan has not been accepted by the Holders of a majority, in aggregate principal amount, of the Bonds, if the Bondholders are provided with the benefit of their original lien or the “indubitable equivalent.” In addition, if a bankruptcy court concludes that the Bondholders have “adequate protection,” it may, under certain circumstances: (a) substitute other security for the security provided by the Indenture for the benefit of the Bondholders, and (b) subordinate the lien of the security interest of the Trustee to: (1) claims by persons supplying goods and services to the bankrupt after the bankruptcy, and (2) the administrative expenses of the bankruptcy proceeding. In the event of the bankruptcy of the City or any of the Signatory Airlines, the amount realized by the Bondholders might depend, among other factors, on the bankruptcy court’s interpretation of various legal doctrines under the then-existing circumstances.

All legal opinions with respect to the enforceability of the Indenture and the Series 2026 Bonds will be expressly subject to the qualification that enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors’ rights generally and by applicable principles of equity.

Matters Relating to Security for the Series 2026 Bonds

The amount of Revenues to be received by the City is subject to a number of factors, including: (a) statutory liens; (b) rights arising in favor of the United States or any agency thereof; (c) constructive trusts, equitable or other rights impressed or conferred by a federal or state court in the exercise of its equitable jurisdiction; (d) federal bankruptcy laws that may affect the enforceability of such security interest or certain federal statutes, regulations and judicial decisions that have cast doubt upon the right of the Trustee, in the event of the City’s default, to collect and retain accounts receivable from the Revenues and other governmental programs; (e) rights of third parties in certain types of Revenues, such as instruments and cash not in the possession of the Trustee; and (f) requirements for filing Uniform Commercial Code continuation statements.

Costs of Capital Improvement Programs and Schedule

The estimated costs of, and the projected schedule for, the projects included in the CIP, the Noise Compatibility Program and the ZEV Program depend on various sources of funding, including Additional Bonds, PFCs and federal grants, and are subject to a number of uncertainties. The ability of the City to complete the projects may be adversely affected by various factors including: (i) estimating errors; (ii) design and engineering errors; (iii) changes to the scope of the projects; (iv) delays in contract awards; (v) material and/or labor shortages; (vi) unforeseen site conditions; (vii) adverse weather conditions; (viii) contractor defaults; (ix) labor disputes; (x) unanticipated levels of inflation; and (xi) environmental issues, including environmental approvals that the City has not obtained at this time. A delay in the completion of certain projects could delay the collection of Revenues in respect of such projects, increase costs for such projects, and may cause the rescheduling of other projects. Any schedule delays or cost increases could result in the need to issue Additional Bonds and may result in increased costs per enplaned passenger to the airlines serving the Airport that may place the Airport at a competitive disadvantage to other airports. See **“AIRPORT CAPITAL IMPROVEMENT PROGRAMS.”**

Forward-Looking Statements

This Official Statement, and particularly the information contained under the captions “**PLAN OF FINANCE**,” “**FINANCIAL FEASIBILITY REPORT**” and in **APPENDIX A — “Financial Feasibility Report of the Airport Consultant**” to this Official Statement contains statements relating to future results that are “forward-looking statements” as defined in the Private Securities Litigation Reform Act of 1995, as amended. When used in this Official Statement, the words “estimate,” “forecast,” “intend,” “expect,” and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Among the factors that may cause forecast revenues and expenditures to be materially different from those anticipated are an inability to incur debt at assumed rates, construction delays, increases in construction costs, general economic downturns, factors affecting the airline industry in general, federal legislation and/or regulations, and regulatory and other restrictions, including, but not limited to, those that may affect the ability to undertake the timing or the costs of certain projects. Any forecast is subject to such uncertainties. Therefore, there will be differences between forecast and actual results, and those differences may be material and adverse.

Assumptions in the Financial Feasibility Report of the Airport Consultant; Actual Results May Differ from Forecasts and Assumptions

The Financial Feasibility Report included as **APPENDIX A** incorporates numerous assumptions regarding the utilization of the Airport and other matters and states that the forecast in the Financial Feasibility Report of the Airport Consultant is subject to uncertainties. The Financial Feasibility Report of the Airport Consultant is an integral part of this Official Statement and should be read in its entirety for an understanding of all of the assumptions used to prepare the forecasts made therein. No assurances can be given that the forecasts and expectations discussed in the Financial Feasibility Report of the Airport Consultant will be achieved or that the assumptions upon which the forecasts are based will be realized. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances will occur. Therefore, actual results achieved during the forecast period will vary from those set forth in **APPENDIX A** and the variations may be material and adverse. Further, the Financial Feasibility Report of the Airport Consultant does not cover the entire period through maturity of the Series 2026 Bonds. See “**CERTAIN INVESTMENT CONSIDERATIONS - Forward-Looking Statements**,” “**FINANCIAL FEASIBILITY REPORT OF THE AIRPORT CONSULTANT**” and **APPENDIX A — “Financial Feasibility Report of the Airport Consultant.”**

Future Legislation

Congress may from time to time consider legislative proposals which, if enacted, would limit for certain individual taxpayers the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. For example, future presidential and legislative proposals could eliminate, reduce, or otherwise alter the tax benefits currently provided to certain owners of state and local government bonds, including proposals that would result in additional federal income tax on taxpayers that own tax-exempt obligations if their incomes exceed certain thresholds.

Investors in the Series 2026B Bonds and the Series 2026C Bonds should be aware that any such future legislative actions may retroactively change the treatment of all or a portion of the interest on the Series 2026B Bonds and the Series 2026C Bonds for federal income tax purposes for all or certain taxpayers. In such event, the market value of the Series 2026B Bonds and the Series 2026C Bonds may be adversely affected and the ability of holders to sell their Series 2026 Bonds in the secondary market may be reduced. The Series 2026B Bonds and the Series 2026C Bonds are not subject to special mandatory redemption, and

the interest rates on the Series 2026B Bonds and the Series 2026C Bonds are not subject to adjustment in the event of any such change.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Series 2026B Bonds and the Series 2026C Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2026B Bonds and the Series 2026C Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Co-Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Missouri, does not discuss the consequences to an owner under any state, local or foreign tax laws. This summary does not address the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Co-Bond Counsel's opinions are based upon the accuracy, truthfulness and reasonableness of certain expectations, representations and certifications of the City as described herein and in the Tax Compliance Agreements relating to the Series 2026B Bonds and the Series 2026C Bonds, and are subject to the condition that the City comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026B Bonds and the Series 2026C Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure to comply with certain of such requirements, or if certain representations, certifications or expectations contained in the Tax Compliance Agreements relating to the Series 2026B Bonds and the Series 2026C Bonds are inaccurate, unreasonable or incorrect, the interest on the Series 2026B Bonds and the Series 2026C Bonds may be included in gross income for federal and State of Missouri income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. Co-Bond Counsel expresses no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds, but has reviewed the discussion under this heading "**TAX MATTERS.**"

Opinion of Co-Bond Counsel

In the opinion of Dentons US LLP and Saulsberry & Associates, LLC, St. Louis, Missouri, Co-Bond Counsel, under the law existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption

The interest on the Series 2026A Bonds is not excluded from gross income for federal income tax purposes. The interest on the Series 2026B Bonds and the Series 2026C Bonds is excluded from gross income for federal income tax purposes. However, no opinion is expressed as to the status of interest on any Series 2026B Bond for any period during which such Series 2026B Bond is held by a “substantial user” of the facilities financed or refinanced by the Series 2026B Bonds or a “related person” within the meaning of Section 147(a) of the Code.

Alternative Minimum Tax

The interest on the Series 2026B Bonds is an item of tax preference for purposes of computing the federal alternative minimum tax on individuals, trusts and estates imposed under the Code. The interest on the Series 2026C Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax on individuals, trusts and estates imposed under the Code. The Inflation Reduction Act of 2022 imposes a corporate alternative minimum tax equal to 15% of the “adjusted financial statement income” of any corporation (other than an S corporation, a regulated investment company and a real estate investment trust) having an average “adjusted financial statement income” exceeding \$1,000,000,000 over such corporation’s three preceding taxable years. Interest on tax-exempt bonds, such as interest on the Series 2026B Bonds and the Series 2026C Bonds, is included in the calculation of a corporation’s “adjusted financial statement income.”

State of Missouri Tax Exemption

In the opinion of Co-Bond Counsel, (1) interest on the Series 2026A Bonds is not exempt from income taxation by the State of Missouri under Chapter 143 of the Revised Statutes of Missouri, as amended; and (2) interest on the Series 2026B Bonds and the Series 2026C Bonds is exempt from income taxation by the State of Missouri under Chapter 143 of the Revised Statutes of Missouri, as amended.

Original Issue Premium

For federal income tax purposes, premium is the excess of the issue price of a Series 2026B Bond or a Series 2026C Bond over its stated redemption price at maturity. The issue price of a Series 2026B Bond or a Series 2026C Bond is generally the first price at which a substantial amount of the Series 2026B Bonds or a Series 2026C Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2026B Bond or a Series 2026C Bond using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the owner’s basis in a Series 2026B Bond or a Series 2026C Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of a Series 2026B Bond or a Series 2026C Bond prior to its maturity. Even though the owner’s basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Original Issue Discount

For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2026B Bond or a Series 2026C Bond over its issue price. The issue price of a Series

2026B Bond or a Series 2026C Bond is generally the first price at which a substantial amount of a Series 2026B Bond or a Series 2026C Bond of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026B Bond or a Series 2026C Bond during any accrual period generally equals (1) the issue price of that Series 2026B Bond or that Series 2026C Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026B Bond or that Series 2026C Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2026B Bond or that Series 2026C Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series 2026B Bond or that Series 2026C Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Sale, Exchange or Retirement of Series 2026 Bonds

Upon the sale, exchange, or retirement (including any applicable redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the sale, exchange or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements

In general, information reporting requirements will apply to certain payments of the principal of, and interest, and premium, if any, on the Series 2026 Bonds, and to the proceeds paid on the sale of the Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences

Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Co-Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of the Series 2026 Bonds should consult their own tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Market Discount

If a Series 2026 Bond is purchased at any time for a price that is less than the Series 2026 Bond's adjusted issue price, the purchaser may be treated as having purchased a Series 2026 Bond with market discount subject to the market discount rules of the Code (unless a statutory *de minimis* rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a Series 2026 Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such Series 2026 Bond. Purchasers should consult their own tax advisors regarding the potential implications of the market discount rules with respect to the Series 2026 Bonds.

Bond Audits

The Internal Revenue Service (the "**IRS**") has established an ongoing program to audit tax-exempt obligations to determine whether interest on such obligations should be included in gross income for federal income tax purposes. Owners of the Series 2026B Bonds and the Series 2026C Bonds are advised that, if an audit of the Series 2026B Bonds and the Series 2026C Bonds were commenced, the IRS, in accordance with its current published procedures, is likely to treat the City as the taxpayer, and the owners of the Series 2026B Bonds and the Series 2026C Bonds may not have a right to participate in such audit. Public awareness of any audit could adversely affect the market value and liquidity of the Series 2026B Bonds and the Series 2026C Bonds during the pendency of the audit, regardless of the ultimate outcome of the audit.

General

The opinion of Co-Bond Counsel is rendered as of its date, and Co-Bond Counsel assumes no obligation to update or supplement the opinion to reflect any facts or circumstances that may come to its attention or any changes in law or the interpretation thereof that may occur after the date of its opinion.

Federal, state or local legislation, administrative pronouncements, or court decisions may affect the tax-exempt status of interest on the Series 2026B Bonds or the Series 2026C Bonds, gain from the sale or other disposition of the Series 2026 Bonds, the market value of the Series 2026 Bonds, or the marketability of the Series 2026 Bonds, or otherwise prevent the owners of the Series 2026 Bonds from realizing the full current benefit of the exclusion from gross income of the interest thereon for federal income tax purposes or the exemption from income taxes for State of Missouri purposes. For example, federal legislative proposals have been made recently and in recent years that would, among other things, limit the exclusion from gross income of interest on obligations such as the Series 2026 Bonds for higher-income taxpayers. If enacted into law, such proposals could affect the tax exemption of interest on the Series 2026B Bonds or the Series 2026C Bonds or the market price for, or marketability of, the Series 2026 Bonds. No assurance can be given with respect to the impact of future legislation on the Series 2026 Bonds. Prospective purchasers of the Series 2026 Bonds should consult their own tax advisors regarding such matters.

The discussion above does not purport to address all aspects of federal, state, or local taxation that may be relevant to a particular owner of a Series 2026 Bond. Prospective owners of the Series 2026 Bonds, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the federal, state, and local tax consequences of owning and disposing of the Series 2026 Bonds.

LITIGATION

The City and the Airport, like other similar bodies, are subject to a variety of suits and proceedings arising out of their ordinary course of operations, some of which may be adjudicated adversely. However, there is no litigation pending or, to the best knowledge of the City, threatened, which would: (a) restrain or enjoin the issuance or delivery of the Series 2026 Bonds; (b) question the validity of the Series 2026 Bonds

or the Indenture; (c) concern any proceedings of the City taken in connection therewith or the pledge or application of any Revenues provided for their payment; or (d) contest the power of the City with respect to the foregoing.

While the outcome of pending litigation cannot be predicted, the City and the Airport believe the final settlement of such lawsuits which have been filed and of any actions or claims pending or, to the knowledge of the City or the Airport, threatened against the City or the Airport will not have a material adverse effect on the operations or financial condition of the Airport, Revenues or Net Revenues. See “**THE SERIES 2026 BONDS – Security and Sources of Payment - Application of Revenues.**”

Below are summaries of certain litigation in which the City and the Airport are defendants.

1. *Tamia Banks v. Cotter Corporation, et al.*, Case No. 4:20-cv-01227-JAR (U.S. District Court, Eastern District of Missouri). On February 18, 2018, Tamia Banks filed a class action complaint in the St. Louis County Circuit Court. After several years of jurisdictional disputes in both the St. Louis County Circuit Court and in the federal courts, Cotter Corporation’s petition for writ of certiorari before the U.S. Supreme Court was denied in May 2026 and the litigation was remanded to the U.S. District Court, Eastern District of Missouri.

The complaint seeks relief for property damages (including diminution in value of real property and loss of use, cost of remediation, punitive damages, medical monitoring (but not personal injury), and attorneys’ fees) allegedly caused by contamination of the plaintiffs’ properties from radioactive waste partially kept or stored on a portion of land at the Airport. In July 2026, the City, the Airport and several other defendants filed a motion to dismiss that is currently pending determination. The City submitted a claim to its property and casualty insurer. The City’s insurer denied coverage. The City has retained a nationally recognized litigation firm to represent the interest of the City and the Airport in the litigation, and the City and the Airport are vigorously defending the litigation.

The fiscal impact of the final outcome of this litigation cannot be determined; however, the City and the Airport believe that the outcome of the litigation will not have a material adverse effect on the operations and financial condition of the Airport.

2. *Mazzocchio v. Cotter Corp. et al.*, Case No. 4:22-cv-00292-MTS (U.S. District Court, Eastern District of Missouri). On January 25, 2022, plaintiffs filed a complaint in St. Louis County Circuit Court that seeks damages for personal injury arising from radioactive contamination from storage of radioactive materials near Coldwater Creek.

The complaint seeks damages for personal injury including multiple myeloma, as well as medical bills and expenses, manifested or arising due to radioactive contamination from storage of radioactive materials near or on the City’s property at the Airport. The *Mazzocchio* plaintiffs’ claims relate to the same contamination source alleged in the property damage claims in the *Banks v. Cotter Corp.*, case. As a result, *Banks* and *Mazzocchio* have interrelated procedural histories, each influencing the other as appeals on common issues moved forward through the Eighth Circuit and U.S. Supreme Court.

Shortly after initial filing, the *Mazzocchio* case was removed to federal court (Eastern District of Missouri) in March 2022. Proceedings were stayed by agreement of the parties, pending the outcome of a petition for writ of certiorari to the U.S. Supreme Court in the *Banks* case. The writ was denied and the stay lifted on December 8, 2022. The Eastern District denied defendants’ motion to dismiss in September 2023, and shortly thereafter, defendant Cotter Corp. filed a cross-claim against the City for contribution, along with third-party complaints against Mallinckrodt, EverZinc,

and Citicorp Del-Lease. Cotter also certified an interlocutory appeal to the Eighth Circuit in late 2023, in which the City joined. The Eighth Circuit affirmed on October 30, 2024, holding that state-law standards of care apply in a Price-Anderson Act public liability action, and denied rehearing en banc and panel rehearing on December 18, 2024. On March 5, 2025, the Court continued the stay pending defendants' petition for certiorari; the Supreme Court denied certiorari on May 18, 2026, terminating the stay.

The fiscal impact of the final outcome of this litigation cannot be determined; however, the City and the Airport believe that the outcome of the litigation will not have a material adverse effect on the operations and financial condition of the Airport.

3. *J.W., a minor, by and through his Next Friend, Ryan Westholt v. Cotter Corp.*, Case No. 4:26-cv-01286-ZMB (U.S. District Court, Eastern District of Missouri). On August 11, 2026, plaintiff J.W., a minor, by and through his Next Friend, Ryan Westholt, filed a wrongful death complaint in U.S. District Court, Eastern District of Missouri naming the City (as owner and operator of the Airport) as a defendant, along with Cotter Corporation NSL, Commonwealth Edison Company, DJR Holdings, and Mallinckrodt, LLC.

The complaint seeks relief for the wrongful death of plaintiff's mother, who died of metastatic epithelioid hemangioendothelioma, an illness allegedly caused by the same alleged environmental contamination at issue in the *Banks* and *Mazzocchio* cases. Plaintiff's petition pleads a Price Anderson Act public liability action. Plaintiff seeks damages for negligence, strict liability, civil conspiracy, and wrongful death, plus punitive damages. This case parallels the claims in *Mazzocchio*, and is expected to follow the *Mazzocchio* standard of care ruling.

The fiscal impact of the final outcome of this litigation cannot be determined; however, the City and the Airport believe that the outcome of the litigation will not have a material adverse effect on the operations and financial condition of the Airport.

Below is a summary of certain litigation in which the City and the Airport are plaintiffs.

City of St. Louis v. 3M Company, Cause No. 2:23-cv-02209-RMG (US District Court for the District of South Carolina). In May 2023, the City filed a complaint in the U.S. District Court for South Carolina seeking compensatory damages from 20 manufacturers of per- or polyfluoroalkyl substances (PFAS) for costs and expenses related to past, present, and future PFAS treatment and remediation of PFAS on the City's property at the Airport as well as for diminished property values. The City's complaint is a part of the ongoing multidistrict litigation consolidating hundreds of such claims involving common questions of law and fact. It is anticipated that property damage claims, such as the Airport's, will be set for bellwether trials in the coming years.

The City and Airport, as plaintiffs, do not believe that the case presents a financial risk or a likelihood of liability.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated, as the representative of itself and the underwriters listed on the cover page of this Official Statement (collectively, the "**Underwriters**"), have agreed to purchase the Series 2026 Bonds from the City at an aggregate purchase price equal to \$ _____ (which amount constitutes the aggregate principal amount of the Series 2026 Bonds of \$ _____, plus original issue premium of \$ _____, less the Underwriters' discount of \$ _____).

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the City and to persons and entities with relationships with the City, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The bond purchase agreement between the Underwriters and the City (the “**Bond Purchase Agreement**”) provides that the Underwriters will purchase all of the Series 2026 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions.

The initial public offering prices of the Series 2026 Bonds may be changed from time to time by the Underwriters. Underwriters provide distribution and selling arrangements.

J.P. Morgan Securities LLC, one of the Underwriters of the Series 2026 Bonds, has entered into negotiated dealer agreements (each, a “**Dealer Agreement**”) with each of Charles Schwab & Co., Inc. (“**CS&Co.**”) and LPL Financial LLC (“**LPL**”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2026 Bonds from J.P. Morgan Securities LLC at the original issue price less a negotiated portion of the selling concession applicable to any Series 2026 Bonds that such firm sells.

PNC Capital Markets LLC may offer to sell to its affiliate, PNC Wealth Management LLC (“PNCWM”), securities in PNCCM's inventory for resale to PNCWM's customers, including securities such as those to be offered by the City. PNC Capital Markets LLC and PNC Bank, National Association are both wholly-owned subsidiaries of the PNC Financial Service Group, Inc. PNC Capital Markets LLC is not a bank, and is a distinct legal entity from PNC Bank, National Association. PNC Bank, National Association has other banking and financial relationships with the City.

Stern Brothers & Co., an Underwriter of the Bonds, has entered into an agreement (the “Stern Brothers Agreement”) with InspereX LLC (“InspereX”) for the distribution of certain municipal securities offerings at the original issue price. Pursuant to the Stern Brothers Agreement, Stern Brothers & Co. may sell the Bonds to InspereX and will share a portion of its selling concession compensation, if applicable.

INDEPENDENT PUBLIC ACCOUNTANTS

Included as **APPENDIX B** are the audited financial statements of the Airport as of June 30, 2025, for the Fiscal Year then ended, together with the report thereon of CliftonLarsonAllen LLP, independent

public accountants. CliftonLarsonAllen LLP, the Airport's independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein any procedures on the financial statements addressed in the Financial Feasibility Report. CliftonLarsonAllen LLP also has not performed any procedures relating to this Official Statement.

CO-MUNICIPAL ADVISORS

Siebert Williams Shank & Co., LLC and PFM Financial Advisors LLC served as co-municipal advisors (the “*Co-Municipal Advisors*”) to the City with respect to the sale of the Series 2026 Bonds. The Co-Municipal Advisors assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2026 Bonds and provided other advice. The Co-Municipal Advisors have not independently verified the factual information contained in this Official Statement, and do not assume responsibility for the accuracy, completeness or fairness of such information.

AIRPORT CONSULTANT

Unison Consulting, Inc., Chicago, Illinois, has served as the Airport Consultant to the City with respect to the issuance of the Series 2026 Bonds.

LEGAL MATTERS

All legal matters incident to the authorization, issuance and sale of the Series 2026 Bonds are subject to the approval of Dentons US LLP, St. Louis, Missouri, and Saulsberry & Associates, LLC, St. Louis, Missouri, Co-Bond Counsel, and certain other conditions. The form of the Co-Bond Counsel opinion is set forth in **APPENDIX G** attached hereto. Greenberg Traurig, LLP, Orlando, Florida, serves as Special Counsel to the City with respect to the Proposed Third Restated Indenture. Certain legal matters will be passed upon for the City by the office of the City Counselor, and for the Underwriters by Lewis Rice LLC, Underwriters' Counsel. Certain legal matters will be passed upon for the City by Hardwick Law Firm, LLC, St. Louis, Missouri, Disclosure Counsel.

Co-Bond Counsel has not assisted in the preparation of this Official Statement except those portions of this Official Statement under the captions “**THE SERIES 2026 BONDS**” (excluding information concerning the Outstanding Bonds amounts, DTC and its book-entry-only system), “**TAX MATTERS**,” and **APPENDICES C and G** to this Official Statement and, therefore, expresses no opinion as to the sufficiency or accuracy of any other material or information, including, but not limited to financial and statistical information, included herein.

CERTAIN RELATIONSHIPS

Siebert Williams Shank & Co., LLC and PFM Financial Advisors LLC are serving as Co-Municipal Advisors to the City with respect to the structuring and sale of the Series 2026 Bonds.

Lewis Rice LLC is serving as Underwriters' Counsel with respect to the issuance of the Series 2026 Bonds and also represents certain of the Underwriters and the City from time to time on other transactions or matters.

Dentons US LLP and Saulsberry & Associates, LLC are serving as Co-Bond Counsel with respect to the issuance of the Series 2026 Bonds, and each also represents the City and certain of the Underwriters from time to time on other transactions or matters.

Hardwick Law Firm, LLC is serving as Disclosure Counsel to the City with respect to the issuance of the Series 2026 Bonds, and also represents the City and certain of the Underwriters from time to time on other transactions or matters.

Greenberg Traurig, LLP is serving as Special Counsel to the City with respect to the Proposed Third Restated Indenture, and has represented in the past, may currently represent, and expects to represent in the future, certain of the Underwriters in matters unrelated to the Series 2026 Bonds.

CONTINUING DISCLOSURE

*The form of the Continuing Disclosure Agreement entered into by and between the City and the Dissemination Agent is included as **APPENDIX H**. All references herein to the Continuing Disclosure Agreement are qualified in their entirety by reference to such document. The Continuing Disclosure Agreement is available for inspection at the offices of the City.*

Continuing Disclosure Agreement

In order to assist the Underwriters in complying with their obligations under the Rule, the City will enter into the Continuing Disclosure Agreement substantially in the form attached as **APPENDIX H — “Form of Continuing Disclosure Agreement,”** pursuant to which the City will agree to file or cause to be filed on an annual basis on the Electronic Municipal Market Access (“**EMMA**”) system established by the Municipal Securities Rulemaking Board: (i) certain annual information, including certain statistical and operating data, (ii) in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of certain events with respect to the Series 2026 Bonds, and (iii) timely notice of a failure by the City to provide the required annual information on or before the date specified in the Continuing Disclosure Agreement. The Underwriters’ obligation to purchase the Series 2026 Bonds is conditioned upon their receiving, at or prior to the delivery of the Series 2026 Bonds, an executed copy of the Continuing Disclosure Agreement.

Compliance by the City with Prior Continuing Disclosure Obligations

The following disclosure is being provided by the City for the purpose of assisting the Underwriters in complying with the Rule:

The City has previously entered into continuing disclosure undertakings as an “obligated person” under the Rule (the “**Undertakings**”). In the previous five years, in certain instances, the City failed to comply with certain provisions of such Undertakings, including: (i) untimely filing of certain developer and special district annual and semi-annual financial information; (ii) untimely filing of certain of the City’s and the Airport’s annual financial information, including certain statistical and operating data; (iii) incomplete cross references by CUSIP numbers to the City’s annual financial information, including certain statistical and operating data; (iv) the failure to file certain statistical and operating data in the format prescribed in certain of the City’s Undertakings and/or filing it in a format that could be considered incomplete; (v) the failure to file, timely file, or link to all relevant CUSIP numbers, certain notices relating to rating changes to the City’s outstanding bonds, a surety provider or to a bond insurer insuring obligations previously issued by the City; and (vi) the filing of an incorrect rating change.

Certain of the City's prior Undertakings required the filing of calendar year information and information related to the City's retirement systems that was not available by the due date. As such, the City was unable to file such information until after its due date. The City, however, in accordance with its prior Undertakings, files such information on EMMA when it becomes available. Information related to the City's retirement systems is now included in the City's Annual Comprehensive Financial Report and a separate filing is no longer required to be posted. Additionally, pursuant to certain of the City's prior Undertakings, the City identified the individual name of the City's top taxpayers; however, in order to comply with a court ruling, the City no longer identifies these individual companies by name, but classifies such taxpayers by industry.

Other than as stated herein, the City is in compliance in all material respects with its Undertakings for the prior five-year period through the date of this Official Statement. The City has adopted policies and procedures to assist the City in complying with its obligations under the Undertakings.

Airline Reporting Requirements

See "**FINANCIAL CONDITION OF CERTAIN AIRLINES SERVING THE AIRPORT – Airline Information**" for information on certain Signatory Airlines and their reporting requirements under the Exchange Act.

RATINGS

Moody's Ratings ("**Moody's**") has assigned an underlying rating of "A2" (stable outlook) to the Series 2026 Bonds. Fitch Ratings ("**Fitch**") has assigned an underlying rating of "A" (stable outlook) to the Series 2026 Bonds. Kroll Bond Rating Agency ("**Kroll**") has assigned an underlying rating of "A" (stable outlook) to the Series 2026 Bonds. The Series 2026 Bonds are expected to be assigned a rating of "AA" (stable outlook) by the S&P Global Ratings ("**S&P**") based upon the issuance and delivery of the Policy by AG at the time of delivery of the Series 2026 Bonds.

A rating reflects only the views of the rating agency assigning such rating and an explanation of the significance of such rating may be obtained from the respective rating agencies.

No application has been made to any other rating agency in order to obtain additional ratings on the Series 2026 Bonds. The City and the Airport have furnished to Moody's, Fitch, and Kroll certain information and materials relating to the Bonds and the Airport, including certain information and materials that have not been included in this Official Statement. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from Moody's at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007; Fitch at 33 Whitehall Street, New York, New York 10004; and Kroll at 805 Third Avenue, 29th Floor, New York, New York 10022. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2026 Bonds.

A securities rating is not a recommendation to buy, sell, or hold securities and may be subject to revision or withdrawal at any time.

MISCELLANEOUS

This Official Statement has been duly approved, executed and delivered by the City.

The references in the Official Statement to the Indenture and other documents are brief summaries of certain provisions thereof. Such summaries do not purport to be complete and for full and complete statements of the provisions thereof, reference is made to the Indenture and such other documents. Copies of such documents are on file at the offices of the City and following the delivery of the Series 2026 Bonds will be on file at the office of the Trustee. All estimates and other statements in this Official Statement involving matters of opinion, whether or not expressly stated, are intended as such and not as representations of fact.

The attached appendices are integral parts of this Official Statement and must be read together with all of the foregoing statement.

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Cara Spencer, Mayor

By: _____
Donna M.C. Baringer, Comptroller

APPENDIX A

FINANCIAL FEASIBILITY REPORT OF THE AIRPORT CONSULTANT

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The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026
(St. Louis-Lambert International Airport)

FINANCIAL FEASIBILITY REPORT

October 28, 2026



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SECTION 1 | INTRODUCTION

This Report of the Airport Consultant (the “Report”) examines the financial feasibility of the City of St. Louis, Missouri (the “City”), proposed issuance of approximately \$472.2 million of Airport Revenue Bonds, Series 2026A (Taxable), Airport Revenue Bonds, Series 2026B (AMT) and Airport Revenue Bonds, Series 2026C (Non-AMT) (collectively referred to as the Series 2026 Bonds). The City will issue the Series 2026 Bonds pursuant to the Restated Indenture of Trust dated as of July 1, 2009, between the City and UMB Bank, N.A., as trustee (the “Trustee”), as previously amended and supplemented, including by the Twenty-Eighth Supplemental Indenture of Trust dated as of November 1, 2026 (collectively, the “Indenture”).

St. Louis Lambert International Airport’s (“STL” or the “Airport”) five-year capital program (“FY2027-2031 CIP”) is intended to accommodate continued passenger growth while improving operational efficiency, customer service, and the airport’s long-term competitiveness. The overall program is valued at nearly \$630.4 million and is being implemented through multiple phased projects from 2027 to 2031.

Proceeds from the proposed Series 2026 Bonds will be used to:

- Finance a portion of the costs of the FY2027-2031 CIP,
- Refund all or a portion of the outstanding Junior Lien Bank Notes,
- Finance capitalized interest on the Series 2026 Bonds,
- Pay certain issuance costs related to the Series 2026 Bonds,
- Fund the Series 2026 Debt Service Reserve Sub-Account

This Report provides an independent assessment of the Airport’s market, passenger traffic, rental car services, and the financial feasibility of the issuance of the Series 2026 Bonds and the planned future bonds. This Report is structured as follows:

- **Section 1, “Introduction,”** describes the Authority, the Airport, and the FY2027-2031 CIP.
- **Section 2, “Economic Environment,”** assesses the broad market context for airport passenger traffic. Demographic and economic trends at the regional and macro levels influence airport passenger traffic, which mainly consists of domestic origin-and-destination (“O&D”) passengers.
- **Section 3, “Airport Passenger Traffic,”** reviews historical passenger traffic trends and presents forecasts of enplanements.
- **Section 4, “Airport Use and Lease Agreement (“AULA”),”** reviews key provisions of the agreement, including key provisions of the Third Amendment to the AULA (“Third Amendment”) with signatory carriers serving the Airport.

- **Section 5, “Financial Analysis,”** provides information and assumptions used to derive the financial projections supporting the financing plan for the Series 2026 Bonds and Future Bonds.

1.1 | The Airport

The Airport is in St. Louis County, Missouri near the center of the St. Louis, MO-IL metropolitan statistical area (St. Louis MSA) and approximately 15 miles northwest of the City’s business district. The Airport encompasses approximately 3,600 acres of land.

The Federal Aviation Administration (“FAA”) classifies the Airport as a medium hub as it enplanes between 0.25 and 1.0 percent of the total passengers in the United States in a calendar year (“CY”). In CY2025, the Airport enplaned approximately 7.5 million passengers, which accounted for approximately 0.77 percent of total U.S. enplanements. According to the FAA’s current ranking of U.S. commercial service airports for CY2025, the Airport was the 35th largest in terms of total passenger enplanements.

The Airport has four active runways and an extensive taxiway system. The largest commercial aircraft can use the primary runways (12R-30L, 12L-30R, and 11-29) without restrictions. The current runway configuration allows simultaneous take-offs and landings on Runway 12L-30R during instrument flight rule (“IFR”) conditions. All runways, including crosswind Runway 6-24, have sufficient length to handle most aircraft that currently serve the Airport. The airfield has over 15 miles of 75-foot-wide concrete taxiways and four concrete holding pads. Approximately 49 acres of concrete apron provide space for aircraft parking, servicing, and refueling by scheduled commercial air carriers. Approximately 17 acres of additional space are leased to two fixed-base operators supporting general aviation aircraft.

Terminal facilities consist of Terminals 1 and 2. Terminal 1 contains approximately 1.07 million usable square feet of building space that includes the main terminal and four concourses (Concourses A, B, C and D) with 6557 aircraft gates in a mixed configuration:

- Concourse A has 15 gates: Six are leased by Delta Air Lines, five by United Airlines, and one by Air Canada. Two are City Gates available for lease or per-turn use, and one gate is not currently in use.
- Concourse C has 29 gates: One is leased by Southern Airways Express, one by Alaska Airlines, seven by American Airlines, and two by Frontier. Four are available for lease or per-turn use, and 14 gates are not currently in use.
- Concourse B is available for rental as a public event space on an occasional basis. It is not currently in use for airline purposes but is available as hold room space for passenger airlines.
- Concourse D has 12 gates available, all inactive currently.

Terminal 2 has approximately 340,000 square feet of usable building space and consists of one concourse with 19 aircraft gates. Currently, Southwest Airlines leases 17 gates. One City Gate is available for lease or per-turn use. Both Lufthansa, which began non-stop service to Germany in

June 2022; and British Airways, which began non-stop service to London in April 2026, currently uses the City Gate on a per turn basis. Three of the gates (one City Gate and two Southwest leased gates) are available for arriving flights requiring U.S. Customs and Border Protection services. There is one currently unused gate in Terminal 2. MetroLink, the metropolitan area's light rail system, currently serves the Airport with two stations—one at Terminal 1 and the other at Terminal 2, providing public transportation to and from the Airport.

Currently, the Airport has 9,048 public parking spaces available, consisting of 3,079 garage spaces for short-term parking (Terminal 1 and 2 garages) and 5,969 surface parking spaces. The Airport has set aside 26 parking spaces in the Terminal 2 garage for reserved parking as an added enhancement. In addition, the Airport has two free cell phone parking lots—one is located west of Terminal 1, and the other is located east of Terminal 2. Both are open to the public.

The other Airport facilities owned by the City include two off-site office building (leased to Southwest Airlines); five warehouse-type buildings in Cargo City; 11 shops and service buildings; and hangars leased by American Airlines, GoJet Airlines, and Signature Aviation.

The City-owned cargo handling facility on the north side of the airfield has active leases with Federal Express ("FedEx"), United Parcel Service ("UPS"), and PrimeFlight (the cargo handler for Amazon). The buildings have 139,340 square feet of cargo space, 338,740 square feet of vehicle parking space, and 566,209 square feet of aircraft apron space. The lease agreements for all three, which run concurrently with the AULA, will expire June 30, 2027. The entire facility is fully leased.

The Spire Corporation leases a parcel of land for the purpose of operating a compressed natural gas fueling station owned by the City. Under the terms of the lease, Spire Corporation pays the City a set ground rental plus a royalty percentage.

In January 2017, the City entered into a long-term lease agreement with Enterprise Leasing Company of St. Louis, LLC, for a formerly vacant parking lot known as the "Springdale Lot," consisting of 17.86 acres of paved land with a small building. The Springdale Lot is used for vehicle storage.

The airline fuel consortium, STL Fuel Company, LLC, currently leases almost 8 acres of City property and in March 2021 completed the development of a replacement fuel farm. The new fuel farm occupies approximately 4,300 square feet and holds three million gallons of above-grade jet fuel.

1.2 | Airport Governance

The Airport is owned by the City and operated by the City of St. Louis Airport Authority (the "Authority"). The City is governed by a charter under the Constitution and the laws of the State of Missouri. The Mayor serves as Chief Executive Officer, and the Comptroller serves as the Chief Fiscal Officer of the City. Both are elected to four-year terms.¹ The Board of Aldermen consists of 14 Aldermen who are elected by each of their respective 14 wards and the President of the Board of

¹ On April 8, 2025, the City elected Cara Spencer as Mayor and elected Donna Baringer as Comptroller.

Aldermen, who is elected by a city-wide vote. All serve four-year terms and represent the legislative body of the City. The Mayor, the Comptroller, and the President of the Board of Aldermen constitute the Board of Estimate and Apportionment, which is primarily responsible for the City's finances.

The Authority was created to manage the Airport by an ordinance enacted by the City's Board of Aldermen in 1968. The Director of Airports serves as the Chief Executive Officer of the Authority. The Airport Commission (the "Commission") is the governing board of the Authority and oversees the planning, development, management, and operation of the Airport. The Commission has 17 members: The Director of Airports (acting as Chair), the Comptroller of the City, the President of the Board of Aldermen, the Chair of the Transportation and Commerce Committee of the Board of Aldermen, six members appointed by the Mayor, five members appointed by the County Executive of St. Louis, Missouri, one member appointed by the County Executive of St. Charles, Missouri, and one member appointed by the Chair of the County Board of St. Clair County, Illinois. The Director of Airports is supported by three Deputy Directors, as further described below.

With the approval of the Commission and the Board of Estimate and Apportionment of the City, the Director of Airports has the power to enter into contracts, leases, and agreements for the use of the Airport's property and facilities. Any contracts, leases, and agreements with a term of more than three years must be authorized by the Board of Aldermen and, if such contract, lease, or agreement relates to the construction of public works, by the City's Board of Public Service. The Director of Airports, with the Commission's approval, has the authority to prepare schedules establishing all other fees and charges.

The key officials of the Airport's management team are as follows:

- **Gerald Beckmann, P.E.**, was recently appointed Interim Airport Director and Chairperson of the Airport Commission. Prior to this appointment, Mr. Beckmann previously served as Airport Deputy Director of Planning and Development, since October 2013. Mr. Beckmann was previously the Assistant Director of Engineering, a position he held for four years. Mr. Beckmann is responsible for the planning, contracting and executing of all construction projects at the Airport, and coordinating the long-range Master Plan goals for all airfield and Airport properties. In addition, he is responsible for the Airport's environmental compliance and employee safety initiatives. The Mayor is currently interviewing candidates for the permanent Airport Director and Chairperson of the Airport Commission.
- **David Kulinsky**, has served as Airport Deputy Director of Operations and Maintenance since September 2023 and is responsible for Airfield and Building Operations, Security Operations, Emergency Planning, and managing compliance with all FAA airport operations regulations and standards. He is also responsible for multiple operating departments, including Airfield and Grounds Maintenance, the Airport Operations Center, Airport Building Maintenance, Airport and Airfield Electrical Maintenance, Housekeeping, and Airport Police Department. Mr. Kulinsky joined the Airport in September 2015 as the Assistant Director of Operations.

- **Gerard Hollins, Jr.**, serves as Interim Deputy Director of Finance and Administration. Mr. Hollins also serves as Executive Vice President (EVP) of Development for the City of St. Louis. Mr. Hollins has 30 years of experience in real estate financing, development and management, 10 years of experience working for the City of St. Louis, St. Louis County, and Los Angeles County governments in fiscal management, and served as the Director of Revenue for St. Louis County. Mr. Hollins is a former member of the St. Louis Board of Aldermen and has taught as Adjunct Professor in Public Policy at University of Missouri-St. Louis (UMSL) and Washington University (WashU). Mr. Hollins will be responsible for building and managing the City of St. Louis’s development pipeline, spanning real estate projects, developers, new business attraction and business retention.

1.3 | 2025 STL Annual Report Highlights

The Airport management team prepares an annual report. Below are the key highlights from the FY2025 report:

- **Air Service** – British Airways announced a new non-stop route to London in FY2025 and debuted service on April 19, 2026, with four flights weekly, increasing to five flights weekly service starting in late March 2027. Additionally, Lufthansa expanded service to Frankfurt from three to five flights weekly beginning in June 2026.
- **Financial Overview** – The financial overview highlighted strong year-over-year operating revenue growth of 12.1 percent, primarily driven by rental revenues, specifically because of the Boeing Company lease signed in FY2024 to expand its facilities at the Airport.
- **Engineering Projects** – The Planning & Development Department advanced an unprecedented level of infrastructure improvements in FY2025, delivering multiple complex projects while maintaining cost discipline and uninterrupted airport operations. The scope and pace of this work reflect one of the most active periods of capital investment the airport has seen in decades. A defining milestone was the groundbreaking of the new Airfield Maintenance Facility (“AMF”).
- **Operations** – One of the most significant milestones of 2025 was the transition of the Airport Operations Center/Emergency Operations Center from construction to full operational status. The state-of-the-art facility became fully operational in the summer of 2025, marking a major step forward in how the airport coordinates daily operations and responds to emergencies.
- **Properties** – In early 2027, the Airport is scheduled to open significant improvements to the Terminal 2 retail program, including several new concepts. The coming year should also see additional food & beverage venues on Concourse C and in Terminal 2.

1.4 | 5- Year Capital Improvement Program

The Airport is currently operating under a Third Amendment, which is scheduled to expire on June 30, 2027. As a result of the condensed term of the Third Amendment, the Airport's current FY2027-2031 CIP is comprised of previously approved projects from the FY2025 MII Ballot approval process and additional Third Amendment Projects that were approved with the execution of the Third Amendment. The FY2027-2031 CIP costs approximately \$630.4 million and will be funded from various sources, including \$377.2 million from the proceeds of Series 2026 Bonds for the Series 2026 Bond Projects.

Consolidated Terminal Project Planning

Beyond the FY2027-2031 CIP, the Airport and the Signatory Airlines are continuing to advance planning and design for the potential replacement of the Airport's two existing terminals with a Consolidated Terminal Project ("CTP"). Planning for the CTP followed completion of the Airport's current Master Plan in 2022 and initiation of the associated FAA environmental review process. As planning progressed, the Airport and Signatory Airlines identified several enabling projects that would be needed to modernize Airport facilities regardless of whether construction of the complete CTP ultimately proceeds. These projects included:

- Design and construction of a new Airfield Maintenance Facility, scheduled to be completed in late 2027.
- Design and construction of a new Central Utility Plant and Substation, which is nearing 90 percent design completion and will go out for construction bid in early 2027.
- Design and construction of a west deicing pad, which is at 60 percent design completion with a target 100 percent completion in early 2027.
- Demolition of the former Missouri Air National Guard facilities, which expected to be completed by the end of August 2026.

The Signatory Airlines approved these projects, which cost approximately \$335,000,000, through the Majority-in-Interest ("MII") process.

The Airport subsequently negotiated the Third Amendment to the existing Airport Use and Lease Agreement ("AULA"), which was approved on August 12, 2024. The Third Amendment authorized additional CTP-related enabling projects and engagement of design, construction management at risk ("CMAR"), and program management teams. Design of the proposed terminal, roadways, and parking garage is currently underway, along with various enabling projects to prepare the Airport campus for potential construction of the CTP and to replace or relocate aging facilities.

The Third Amendment also established a phased governance process for advancing the CTP. Design is subject to review and approval by the Signatory Airlines at the 30 percent, 60 percent, and 90 percent design milestones. The Airport expects to reach the 30 percent design milestone during CY2026, after which approval from the Signatory Airlines will be required to advance to the next phase. If the required approvals are received through the remaining design milestones and the

Signatory Airlines ultimately authorize construction of the CTP, construction could begin as early as late 2027.

The FY2027-2031 CIP and the Series 2026 Bonds include certain CTP design, program management, and enabling-project costs authorized under the Third Amendment, as described below. However, the Signatory Airlines have not authorized construction of the complete CTP. Accordingly, construction costs for the complete CTP are not included in the FY2027-2031 CIP or in the financial projections presented in Section 5 of this Report. Any future authorization to construct the CTP would require further approval under the governance process established with the Signatory Airlines and would be addressed in a future capital and financing plan.

Below is a brief discussion of each project category grouped by cost center that comprises the FY2027-2031 CIP as further summarized in Table 1.

1.4.1 | Project Category Descriptions

Airfield Projects

This category consists of various projects focused on improving airfield operations, such as airfield pavement reconstruction of runways 12L-30R and 6-24, airfield safety improvements, demolition and replacement of airfield maintenance facilities, and general planning studies. The remaining projects will replace various airfield vehicles that have exceeded their useful life and to meet FAA Part 139 requirements for snow and aircraft emergency response. This category totals approximately \$203.7 million, of which approximately \$91.3 million is anticipated to be funded with a portion of the Series 2026 Bond proceeds.

Terminal 1 and 2 Shared Projects

The projects in this category consist of CTP design of various enabling projects and facility condition assessment projects approved in the Third Amendment. The category primarily consists of CTP design and construction and executive program management (EPM) fees related to the CTP, with the balance of the projects comprised of various shared projects between Terminals 1 and 2, including general terminal improvement for baggage handling systems, electrical power equipment, general lighting, climate control plumbing, and roofing. This category totals approximately \$359.0 million, of which \$250.6 million is anticipated to be funded with a portion of the Series 2026 Bond proceeds.

Parking and Roadways Projects

This grouping comprises various designs and program management fees for planning the landside roadways and new parking garage related to the CTP. Also included are various parking facility assessment condition projects to enhance safety and extend the useful life of the existing parking facilities. The projects for existing facilities will consist of upgrades to electrical equipment, drainage systems, and asphalt resurfacing lots as deemed needed. The total project cost for this category is approximately \$67.8 million, with approximately \$35.3 million anticipated to be funded by a portion of the Series 2026 Bonds.

Table 1 | FY2027–2031 Five-Year Capital Improvement Plan

Project Name	Estimated Project Cost (FY2027 - FY2031)	2027	2028	2029	2030	2031
Airfield Projects:						
Relocate Airfield Maintenance and Snow Removal Facilities	\$60,155,537	\$60,155,537	\$0	\$0	\$0	\$0
Fuel Consortium	14,523,767	10,342,788	4,180,979	0	0	0
Relocate Airline Service Building	12,295,104	491,813	11,803,291	0	0	0
<i>Relocation of Various Airfield Buildings Total</i>	86,974,408	70,990,138	15,984,270	0	0	0
Runway and Apron Reconstruction Projects						
Design and Reconstruct Runway 6-24	65,018,000	6,311,167	27,200,833	31,506,000	0	0
Design and Reconstruct Runway 12L-30R	41,985,121	41,985,121	0	0	0	0
<i>Sub-Total Runway and Apron Reconstruction Projects</i>	\$107,003,121	\$48,296,288	\$27,200,833	\$31,506,000	\$0	\$0
Airfield Vehicles						
Airport Dump Trucks with Plows and Spreaders Project	\$6,200,000	\$6,200,000	\$0	\$0	\$0	\$0
ARFF Vehicles	\$3,500,000	\$3,500,000	\$0	\$0	\$0	\$0
<i>Sub-Total Airfield Vehicles</i>	\$9,700,000	\$9,700,000	\$0	\$0	\$0	\$0
Airfield Total	\$203,677,529	\$128,986,426	\$43,185,103	\$31,506,000	\$0	\$0
Terminal 1 and 2 Shared Projects:						
Consolidated Terminal Phase 0/1 west	\$281,106,798	\$139,236,010	\$51,408,946	\$31,129,300	\$30,070,613	\$29,261,929
General Terminal Projects	\$44,222,038	\$23,142,880	\$21,079,159	\$0	\$0	\$0
Program Management and Construction Mngmnt	\$22,530,721	\$18,265,391	\$4,265,330	\$0	\$0	\$0
Demo of Concourse A&B	11,095,036	0	11,095,036	0	0	0
Terminal 1 and 2 Shared Total	\$358,954,593	\$180,644,281	\$87,848,471	\$31,129,300	\$30,070,613	\$29,261,929
Parking & Roadways Projects:						
New Landside Roadways/New Parking Garage & GTC	\$56,571,859	\$20,887,387	\$8,921,118	\$8,921,118	\$8,921,118	\$8,921,118
Terminal 1 Garage	3,308,971	1,924,590	1,384,381	0	0	0
Terminal 2 Garage	951,747	496,564	455,183	0	0	0
Roadways and Bridges	\$6,984,482	\$3,644,078	\$3,340,404	\$0	\$0	\$0
Parking & Roadways Total	\$67,817,059	\$26,952,619	\$14,101,086	\$8,921,118	\$8,921,118	\$8,921,118
Grand Total 5 Year CIP FY 2027 - 2031	\$630,449,181	\$336,583,325	\$145,134,660	\$71,556,418	\$38,991,731	\$38,183,047

1.5 | Funding Plan for 5-Year CIP FY2027-2031

The funding plan on Table 2 anticipates using the following funding sources:

- Airport Development Fund (“ADF”)
- Passenger Facility Charges (“PFCs”)
- General Airport Revenue Bonds (“GARBs”)
- Revolving Credit Agreement (“Credit Agreement”)
- Airport Improvement Program – Entitlement and Discretionary (“AIP”)
- Bipartisan Infrastructure Law (“BIL”) Grants
- Other

Airport Development Fund

The ADF represents funds that are generated from the Airport’s excess operating revenues each year. The excess operating revenues represent money on hand after payment of O&M expenses, aggregate debt service on outstanding bonds, and the replenishment of certain reserves. This money is then available to be appropriated by the City’s Board of Aldermen for capital projects or for any other Airport purpose. As of June 30, 2026, the Airport had an unaudited balance of approximately \$15.1 million in the unappropriated ADF account. It is projected that the Airport will continue to generate excess operating revenues that will flow into the ADF as discussed in more detail in Section 4 of this Report. The current funding plan for the FY2027-2031 CIP anticipates using approximately \$4.7 million in ADF.

Passenger Facility Charges

In 1990, Congress authorized public airport operators to impose PFCs up to \$3.00 per eligible enplaned passenger and use the proceeds of such charges to fund airport capital improvements—primarily projects that improve airport capacity, mitigate noise, or enhance airline competition. The PFC rate has subsequently been increased to provide for the collection of up to \$4.50 per eligible enplaned passenger.

The projections of PFC revenues included in this Report assume a constant \$4.50 collection rate.

The PFCs collected and the interest income earned thereon (collectively referred to as “PFC Revenues”) may be used in two ways: (1) to pay direct costs of FAA-approved projects (referred to as “pay-as-you-go” funding), and (2) to pay debt service on bonds issued for approved PFC projects (referred to as “leveraging” the PFC revenue stream).

The FY2027-2031 CIP anticipates the use of approximately \$5.8 million of PFC revenues on a Pay-As-You-Go (“PAYGO”) basis. The Airport recently received approval on a new PFC Application #17 to collect and use approximately \$3.6 million of PFC PAYGO revenues to fund both FY2026 PFC-eligible vehicle and snow removal equipment (“SRE”) projects. The Airport will apply for any

necessary future approvals to use PFC revenues to fund the remaining \$5.8 million of PFC-eligible projects included in the FY2027-2031 CIP.²

General Airport Revenue Bonds

GARBs (which include the Series 2026 Bonds) represent bonds issued or anticipated to be issued by the City that are payable solely from the Revenues of the Airport as further defined in the Indenture. The 5-Year FY2027-2031 CIP includes GARB proceeds to fund a portion of the project costs totaling approximately \$517.1 million, comprised of \$377.2 million from the proceeds of the Series 2026 Bonds and \$139.9 million from the proceeds of future bonds. The City can issue additional GARBs for additional projects under the Indenture as long as the proposed GARBs can meet the Additional Bonds provision and the aggregate number of GARBs and other applicable obligations, if any, does not exceed the City's current authorization limit of \$3.5 billion. As further provided in the Indenture, the Additional Bonds provision requires, among other things:

- Accountant's Certificate setting forth (a) the Net Revenues of the Airport for any 12-consecutive calendar months out of the 18 months preceding the authentication and delivery of such Additional Bonds, (b) the Aggregate Adjusted Debt Service for such 12-month period, and demonstrating that for such 12-month period Net Revenues equaled at least 1.25 times the Aggregate Adjusted Debt Service;
- Certificate of an authorized officer of the City demonstrating that, among other things, the estimated Net Revenues of the Airport for each of the three Fiscal Years following the Fiscal Year in which the Additional Project will be completed is projected to be at least equal to 1.25 times the Aggregate Adjusted Debt Service for each of such three Fiscal Years; and
- A certificate of the Consulting Engineers setting forth (a) the estimated date of completion for the Additional Project for which such Series of Additional Bonds is being issued and (b) an estimate of the Cost of Construction of such Additional Project.

The total par value of the Series 2026 Bonds planned to be issued is approximately \$472.2 million. The projects anticipated to be funded by the Series 2026 Bonds are scheduled to be completed by the end of FY2029.

Revolving Credit Agreement

In February, 2025 the City entered into a Credit Agreement with PNC Bank, National Association to provide a revolving credit facility in the maximum aggregate principal amount of \$225 million for the purpose of providing interim funds to finance and refinance the acquisition, construction, renovation and equipping of Airport facilities, pay capitalized interest and pay costs of issuance of the Junior Lien Bank Notes as further described in the Master Indenture of Trust Junior Lien dated February 1, 2025. The Junior Lien Bank Notes drawn and anticipated to be drawn prior to the

² The City and Unison express no opinion on whether the Airport's future applications will be approved. In the event that the anticipated future applications are not approved in full, the Airport will attempt to fund any PFC-ineligible project amounts with other revenue. The City and Unison express no opinion on the availability of other revenues to offset any requested PFC PAYGO project amounts not approved in future applications.

issuance of the Series 2026 Bonds are estimated to be \$75.0 million. This amount is included in the estimated Series 2026 Bond proceeds and will be paid to PNC Bank, National Association upon closing and reconciliation of the actual amounts drawn.

Airport Improvement Program Grants

The Airport anticipates receiving AIP grants to fund a portion of the FY2027-2031 CIP.

The AIP was established by the Airport and Airway Improvement Act of 1982, as amended. This Act authorizes funding for the AIP from the Airport and Airway Trust Fund for airport development, planning, and noise compatibility planning programs. The AIP grant is awarded to airports in two ways: (1) entitlement grants, which are awarded annually based on a formula applied to estimated enplanements reduced by 50 percent if the Airport collects a \$3.00 PFC or 75 percent if the Airport collects a \$4.50 PFC; and (2) discretionary grants, which are awarded for capital projects that enhance safety, security and noise compatibility. While doing so, the Airport must preserve the existing infrastructure, meet critical expansion needs, and attain compatibility with neighboring communities. The total amount of grants estimated to be available to finance a portion of the FY2027-2031 CIP is approximately \$91.7 million, comprising \$66.5 million in entitlements and \$25.2 million in discretionary grant funding primarily for Airfield projects. As of July 2026, the Airport has been awarded approximately \$50.1 million in AIP grants to fund a portion of the FY2027-2031 CIP. Approximately \$18.6 million in AIP grants are pending approval, and approximately \$23.0 million in AIP grants will be requested in future applications.

Bipartisan Infrastructure Law

On November 15, 2021, the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (also referred to as the Bipartisan Infrastructure Law, or BIL) was signed into law. The BIL includes two new grant programs for airports: (1) the Airport Infrastructure Grant program ("AIG"); and (2) the Airport Terminal Program ("ATP"). The AIG is a formula-driven program based on an airport's enplaned passenger count. The ATP is a competitive or discretionary program. AIG funds can be used for any capital development eligible for AIP grants. ATP eligibility is limited to passenger terminal development as defined in the AIP statute plus certain rail access projects eligible for passenger facility charge funding. Each program has a local matching requirement, i.e., the Airport must use its own funds to pay a portion of project costs. The total amount of BIL grants estimated to be available to finance a portion of the FY2027-2031 CIP is approximately \$11.1 million. As of July 2026, the Airport has applied approximately \$4.7 million in BIL funds to fund a portion of the projects included in the FY2027-2031 CIP. The remaining \$6.4 million in BIL funding is anticipated to be applied in FY2027 and FY2028.

Table 2 | 5-Year CIP Funding Sources

Project Name	Estimated Project	AIP Grants		PFC PAYGO	ADF	GARB	BIL Grant
	Funding	Entitlement	Discretionary				
<u>Airfield Projects:</u>							
Relocate Airfield Maintenance and Snow Removal Facilities	\$60,155,537	20,000,000	-	-	-	33,500,548	6,654,989
Fuel Consortium	\$14,523,767	-	-	-	-	14,523,767	-
Relocate Airline Service Building	\$12,295,104	-	-	-	-	12,295,104	-
<i>Relocation of Various Airfield Buildings Total</i>	\$86,974,408	\$20,000,000	-	-	-	\$60,319,419	\$6,654,989
<u>Runway and Apron Reconstruction Projects</u>							
Design and Reconstruct Runway 6-24	\$65,018,000	46,537,315	-	-	-	18,480,685	-
Design and Reconstruct Runway 12L-30R	\$41,985,121	-	25,231,768	-	-	16,753,353	-
<i>Sub-Total Runway and Apron Reconstruction Projects</i>	\$107,003,121	46,537,315	25,231,768	-	-	35,234,038	-
<u>Airfield Vehicles</u>							
Airport Dump Trucks with Plows and Spreaders Project	\$6,200,000	-	-	-	-	6,200,000	-
ARFF Vehicles	\$3,500,000	-	-	-	-	3,500,000	-
<i>Sub-Total Airfield Vehicles</i>	\$9,700,000	-	-	-	-	9,700,000	-
Airfield Total	\$203,677,529	66,537,315	25,231,768	-	-	105,253,457	6,654,989
<u>Terminal 1 and 2 Shared Projects:</u>							
Consolidated Terminal Phase 0/1 west	\$281,106,798	-	-	-	3,395,414	277,598,826	112,558
General Terminal Projects	\$44,222,038	-	-	-	1,283,644	42,938,394	-
Program Management and Construction Mngmnt	\$22,530,721	-	-	-	-	18,183,721	4,347,000
Demo of Concourse A&B	\$11,095,036	-	-	-	-	11,095,036	-
Terminal 1 and 2 Shared Total	\$358,954,593	-	-	-	4,679,058	349,815,977	4,459,558
<u>Parking and Roadways Projects:</u>							
New Landside Roadways/New Parking Garage & GTC	\$56,571,859	-	-	5,797,914	-	50,773,945	-
Terminal 1 Garage	\$3,308,971	-	-	-	-	3,308,971	-
Terminal 2 Garage	\$951,747	-	-	-	-	951,747	-
Roadways and Bridges	\$6,984,482	-	-	-	-	6,984,482	-
Parking and Roadways Total	\$67,817,059	-	-	5,797,914	-	62,019,145	-
Grand Total 5 Year CIP FY 2027 - 2031	\$630,449,181	66,537,315	25,231,768	5,797,914	4,679,058	517,088,579	11,114,547

Table 3 shows the calculation and anticipated use of projected PFC Revenues during FYs 2027-2032. The projection of PFC revenues assumes that approximately 89 percent of estimated PFC collections, net of the administrative fee, will be available for use. This assumption is supported by recent PFC data provided by the Airport. The projections shown use the base enplanement forecast discussed in Section 3 of this Report and a \$4.50 PFC rate. Beginning in FY2027, annual net PFC collections are projected to generate approximately \$29.5 million after accounting for the administrative charges. Annual net PFC collections based on passenger enplanement forecasts are projected to increase to approximately \$33.2 million by the end of FY2032, assuming no change in the current PFC rate of \$4.50.

Table 3 | Passenger Facility Charge Sources & Uses

	2027	2028	Projected		2031	2032
	2029	2030				
Projected PFC collections						
Total enplaned passengers ¹	7,539	7,763	7,925	8,111	8,321	8,509
Assumed percentage of enplaned passengers eligible	89%	89%	89%	89%	89%	89%
PFC-eligible enplaned passengers	6,709	6,909	7,053	7,218	7,406	7,573
Amount of PFC charge	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50	\$4.50
Less airline retention	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	0.89
Net PFC charge	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39	\$4.39
Computed Net PFC collections to Airport	\$29,454	\$30,329	\$30,963	\$31,689	\$32,512	\$33,244
Available PFC Revenues						
Previous year's unused balance	\$21,070	\$19,964	\$14,442	\$22,483	\$31,332	\$41,100
Current year collections	29,454	30,329	30,963	31,689	32,512	33,244
plus: interest earned	206	176	189	273	366	468
Cumulative unliquidated PFC revenues - Beginning Balance	\$50,730	\$50,469	\$45,593	\$54,445	\$64,211	\$74,812
Application of Available PFC Revenues (=PFC Expenditures)						
Approved PFC Pay-As-You-Go projects	\$10,718	\$7,118	\$0	\$0	\$0	\$0
Future PFC Pay-As-You-Go	0	5,798	\$0	\$0	\$0	\$0
PFC #4 (debt service on PFC-enhanced Airport Rev Bonds) :						
Series 2001 Debt Service	\$20,802	\$20,801	\$20,801	\$20,801	\$20,804	\$20,804
less: Series 2005 refunding	(20,802)	(20,801)	(20,801)	(20,801)	(20,804)	(20,804)
less: Series 2007A refunding	0	0	0	0	0	0
less: Series 2015 refunding	0	0	0	0	0	0
Subtotal - Series 2001 PFC debt service	0	0	0	0	0	0
Series 2005						
PFC debt service	17,177	20,801	20,800	20,804	20,800	0
Series 2007A						
PFC debt service	0	0	0	0	0	0
less: Series 2017A refunding	(2,193)	(2,192)	(2,192)	(2,193)	(2,192)	0
Subtotal - Series 2007A PFC debt service	(2,193)	(2,192)	(2,192)	(2,193)	(2,192)	0
Series 2015						
PFC debt service	0	0	0	0	0	0
Series 2017A						
PFC debt service	1,278	1,279	1,279	1,279	1,279	0

Table 3 (Continued) | Passenger Facility Charge Sources & Uses

	2027	2028	Projected			
			2029	2030	2031	2032
PFC #9 (debt service on PFC enhanced Airport Rev Bonds) :						
Series 2009A-1						
PFC debt service	1,867	1,866	1,861	1,861	1,862	1,863
less: Series 2019C refunding	(1,867)	(1,866)	(1,861)	(1,861)	(1,862)	(1,863)
Subtotal - Series 2009A-1 PFC debt service	0	0	0	0	0	0
Series 2019C						
PFC debt service	2,434	1,868	1,869	1,869	1,868	1,869
PFC #14 (debt service on PFC enhanced Airport Rev Bonds) :						
Series 2019A						
PFC debt service	658	659	659	659	658	659
PFC #15 (debt service on PFC enhanced Airport Rev Bonds) :						
Series 2023A						
PFC debt service	695	696	696	695	698	696
Total Outstanding PFC debt service--	\$20,049	\$23,111	\$23,111	\$23,112	\$23,111	\$3,224
Future PFC (debt service on PFC enhanced Airport Rev Bonds) :						
Future Bonds						
PFC debt service	0	0	0	0	0	0
Total Proposed Future PFC debt service --	\$0	\$0	\$0	\$0	\$0	\$0
Total PFC DEBT SERVICE--	\$20,049	\$23,111	\$23,111	\$23,112	\$23,111	\$3,224
Add: 25% Coverage Requirement	5,012	5,778	5,778	5,778	5,778	806
TOTAL PLEDGED PFC's--	\$25,061	\$28,889	\$28,888	\$28,890	\$28,889	\$4,030
Less: return of coverage to PFC account	(\$5,012)	(\$5,778)	(\$5,778)	(\$5,778)	(\$5,778)	(\$806)
Cumulative unliquidated PFC revenues - Ending Balance	\$19,964	\$14,442	\$22,483	\$31,332	\$41,100	\$71,588

1.6 | Funding Plan for Series 2026 Projects

Table 4 shows the funding plan for the Series 2026 Projects, with total costs of approximately \$630.4 million, of which \$377.2 million will be funded from proceeds of the Series 2026 Bonds. The balance of the 2026 Projects will be funded using PFC Pay as You Go, ADF, AIP, Future GARs and BIL grants.

The Series 2026 Bond proceeds are anticipated to fund a portion of the Series 2026 Projects described in more detail below.

Airfield Projects – Funding from Series 2026 Bonds totaling \$91.3 million:

The airfield projects consist of three primary categories. The first category includes relocation of various airfield buildings, including airfield maintenance and snow removal facilities, building a fuel consortium, and relocation of the airline service building. This category anticipates using approximately \$55.3 million of the Series 2026 Bond proceeds.

The next category consists of design and reconstruction costs for Runway 12L-30R and Runway 6-24, which are expected to use approximately \$26.3 million of the proceeds from the Series 2026 Bonds.

Finally, the replacement of several airfield vehicles that have reached the end of their useful lives to maintain safe and efficient airfield operations. This category anticipates funding of approximately \$9.7 million from a portion of the Series 2026 Bond proceeds.

Terminal 1 and 2 Shared Projects – Funding from Series 2026 Bonds totaling \$250.6 million:

The primary projects comprising this category are the design, program management, and executive management costs associated with obtaining additional information on the development of the CTP. As previously mentioned, these project costs were part of Exhibit Y and approved with the signing of the Third Amended AULA. The portion of these costs to be funded with the Series 2026 Bond proceeds totals \$207.7 million.

The balance of the Series 2026 Bond proceeds for Terminals 1 and 2 totaling \$42.9 million will fund various other facility condition assessment projects for Terminals 1 and 2 such as climate control, elevators and escalators, plumbing, security systems, electrical and other improvements to ensure the continued safe and efficient operations of the existing terminal facilities.

Parking and Roads Projects – Funding from the Series 2026 Bonds totaling \$35.3 million

Bond proceeds will be used primarily for design fees totaling \$24.0 million for the landside projects, roadways, and new garage supporting the CTP. The balance of the Series 2026 Bond proceeds totaling \$11.3 million will fund various repairs in the existing garages supporting Terminals 1 and 2 and other needed repairs to roadways and bridges accessing the Airport.

Table 5 summarizes the anticipated sources and uses of the proceeds of the Series 2026 Bonds.

Table 4 | Funding Plan for 2026 Bond Projects

	Total	Other Funding					
	Project Cost	PFC PAYGO	ADF	AIP	Future GARBS	BIL	2026 GARBS ¹
Airfield Projects:							
MII - Relocate Airfield Maintenance and Snow Removal Facility	\$60,155,537			\$20,000,000	\$5,045,011	\$6,654,989	\$28,455,537
EP - Fuel Consortium - Stage A	\$14,523,767						\$14,523,767
EP - Relocate Airline Service Building - Stage A	\$12,295,104						\$12,295,104
Relocation of Various Airfield Buildings Total	\$86,974,408	-	-	\$20,000,000	\$5,045,011	\$6,654,989	\$55,274,408
Runway and Apron Reconstruction Projects							
MII - Design and Reconstruct Runway 12L-30R	\$41,985,121			\$25,231,768			\$16,753,353
MII - Design and Reconstruct Runway 6-24 (Project 1)	\$33,512,000			\$23,949,626			\$9,562,374
MII - Design and Reconstruct Runway 6-24 (Project 2)	\$31,506,000			\$22,587,689	\$8,918,311		
Sub-Total Runway and Apron Reconstruction Projects	\$107,003,121	-	-	\$71,769,083	\$8,918,311	-	\$26,315,727
Airfield Vehicles							
MII - Airport Dump Trucks with Plows and Spreaders Project	\$6,200,000						\$6,200,000
MII - Airport Snow Removal Combo	\$1,200,000						\$1,200,000
MII - ARFF 3000 Striker	\$1,150,000						\$1,150,000
MII - ARFF Stair Truck	\$650,000						\$650,000
MII - Multi-functioning Equipment	\$500,000						\$500,000
Sub-Total Airfield Vehicles	\$9,700,000	-	-	-		-	\$9,700,000
Airfield Total	\$203,677,529	-	-	\$91,769,083	\$13,963,322	\$6,654,989	\$91,290,135
Terminal 1 and 2 Shared Projects:							
CTP Phase 1 - Stage A	\$169,666,395		\$3,395,414		\$90,461,842	\$112,558	\$75,696,581
EP - Consolidated Terminal Phase 0 - Stage A	\$81,032,004						\$81,032,004
EP - Main Building Maintenance - Stage A	\$30,408,399						\$30,408,399
Construction Management at Risk (CMAR) and/or Executive Program Management (EPM) - Stage A	\$13,146,995						\$13,146,995
Program Management - Stage A	\$9,383,726					\$4,347,000	\$5,036,726
Demo of Concourse A&B - Stage A	\$11,095,036				\$8,711,784		\$2,383,252
Sub-Total Preliminary Design and PM for CTP	\$314,732,555		\$3,395,414		\$99,173,626	\$4,459,558	\$207,703,957
FCA - Climate Control - Stage A-C	\$16,249,940						\$16,249,940
FCA - Information Technology - Stage A-C	\$8,700,000						\$8,700,000
FCA - Elevators and Escalators - Stage A-C	\$2,000,000						\$2,000,000
FCA - Plumbing - Stage A-C	\$3,709,160		\$12,280				\$3,696,880
FCA - Baggage Handling - Stage A-C	\$3,362,115						\$3,362,115
FCA - Electrical Power Equipment - Stage A-C	\$1,586,230						\$1,586,230
FCA - Security Systems - Stage A-C	\$3,033,212						\$3,033,212
FCA - General Lighting - Stage A-C	\$1,268,969		\$124,971				\$1,143,998
FCA - Structural Repairs - Stage A-C	\$1,216,019						\$1,216,019
FCA - Roof - Stage A-C	\$1,450,000						\$1,450,000
FCA - Piping and Insulation - Stage A-C	\$777,510		\$777,510				-
MII - Portable Generator - Stage A	\$500,000						\$500,000
FCA - Fire Protection - Stage A-C	\$169,719		\$169,719				-
FCA - Interiors - Stage A-C	\$199,164		\$199,164				-
Sub-Total Various Third Amendment	\$44,222,038		\$1,283,644				\$42,938,394
Terminal 1 and 2 Shared Total	\$358,954,593	-	\$4,679,058	-	\$99,173,626	\$4,459,558	\$250,642,351
Parking and Roadways Projects:							
New Landside Roadways/New Parking Garage & GTC - Stage	\$56,571,859	\$5,797,914			\$26,763,354		\$24,010,591
FCA - Terminal 1 Garage - Stage A-C	\$3,308,971						\$3,308,971
FCA - Terminal 2 Garage - Stage A-C	\$951,747						\$951,747
FCA - Roadways and Bridges - Stage A-C	\$6,984,482						\$6,984,482
Parking & Roadways Total	\$67,817,059	\$5,797,914	-	-	\$26,763,354	-	\$35,255,791
Grand Total 5 Year CIP FY 2027 - 2031	\$630,449,181	\$5,797,914	\$4,679,058	\$91,769,083	\$139,900,302	\$11,114,547	\$377,188,277

¹ The authorization limit for the Series 2026 Bond projects is comprised of Stage A (\$306.8 million) and FCA projects included in Stages B and C totaling \$36.9 million equaling a total authorization of \$343.7 million for a portion of the Third Amendment project categories listed on Exhibit Z of the Third Amendment. The Series 2026 Bonds are funding \$285.9 million of the authorized Third Amendment projects with and the balance of \$91.3 million approved by the 2025 MII Ballots.

FCA = Facility Condition Assessment Projects; EP = Design/construction of enabling projects

Table 5 | Series 2026 Bonds Sources & Uses ¹

	Series 2026A (Taxable)	Series 2026B (AMT)	Series 2026C (Non-AMT)	Total
Sources:				
Bond Proceeds:				
Par Amount	\$67,455,000.00	\$231,455,000.00	\$173,300,000.00	\$472,210,000.00
Premium		3,606,865.95	6,235,275.35	\$9,842,141.30
Original Issue Discount		(849,229.50)		(849,229.50)
	\$67,455,000.00	\$234,212,636.45	\$179,535,275.35	\$481,202,911.80
Other Sources of Funds:				
Unused LOC draws		389,133.65	3,557.49	\$392,691.14
Total Sources	\$67,455,000.00	\$234,601,770.10	\$179,538,832.84	\$481,595,602.94
Uses:				
Project Fund Deposits:				
Project Fund	\$57,948,305.55	\$178,539,869.90	\$140,700,102.40	\$377,188,277.85
Other Fund Deposits:				
Capitalized Interest Fund	8,524,109.80	31,871,195.90	21,004,948.28	\$61,400,253.98
Debt Service Reserve	342.00	20,202,176.45	15,126,211.05	\$35,328,729.50
	\$8,524,451.80	\$52,073,372.35	\$36,131,159.33	\$96,728,983.48
Delivery Date Expenses:				
Cost of Issuance	404,730.00	1,388,730.00	1,039,800.00	\$2,833,260.00
Underwriter's Discount	303,547.50	1,041,547.50	779,850.00	\$2,124,945.00
Bond Insurance	269,972.40	1,553,905.11	883,934.13	\$2,707,811.64
	\$978,249.90	\$3,984,182.61	\$2,703,584.13	\$7,666,016.64
Other Uses of Funds:				
Contingency	3,992.75	4,345.24	3,986.98	\$12,324.97
Total Uses	\$67,455,000.00	\$234,601,770.10	\$179,538,832.84	\$481,595,602.94

¹ Series 2026 Bonds draft bond pricing provided by Stifel based on 30-year maturity at a 5.5 percent All-In TIC dated October 23, 2026.

SECTION 2 | ECONOMIC ENVIRONMENT

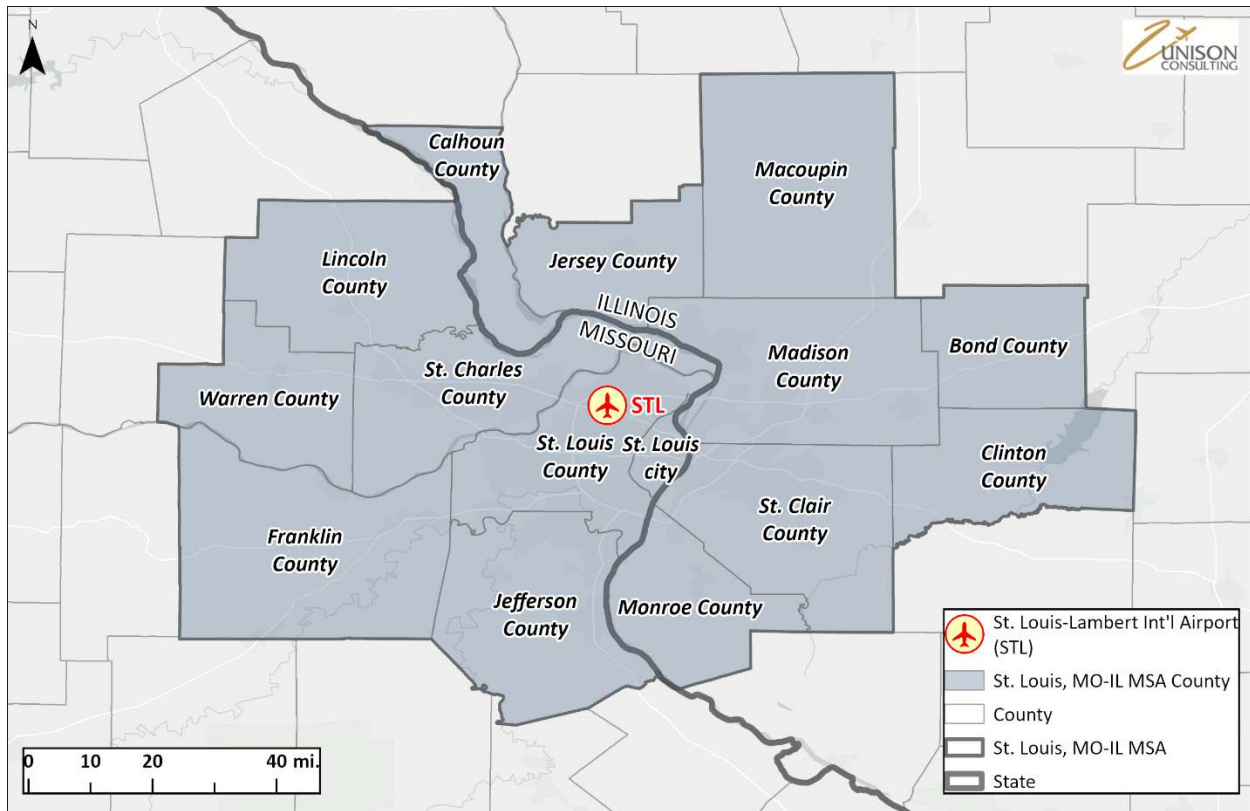
This section examines the demographic, economic, and macroeconomic conditions that influence commercial aviation demand at St. Louis Lambert International Airport. Because approximately three-quarters of the Airport's passengers are origin-and-destination ("O&D") travelers, passenger activity is driven primarily by the characteristics and economic performance of the St. Louis metropolitan area rather than airline hub operations. Population, employment, income, business activity, tourism, and airline connectivity collectively shape demand for air travel and provide the foundation for the commercial aviation forecasts presented in Section 3.

The analysis begins with the Airport's service area and regional demographic and economic characteristics before reviewing the broader U.S. macroeconomic environment. Together, these factors provide the context for evaluating the Airport's long-term passenger growth potential and the reasonableness of the forecast assumptions used in this study.

2.1 | Air Service Area

The Airport's primary air service area, the St. Louis MSA, is comprised of 15 adjacent counties in the states of Missouri and Illinois. The principal cities include the City of St. Louis, and St. Charles, MO. Beyond the City of St. Louis, many of the MSA's most populous urban areas are divided between five counties—St. Charles County, MO; St. Louis County, MO; Jefferson County, MO; Madison County, IL; and St. Clair County, IL (Figure 1).

Figure 1 | St. Louis Metropolitan Statistical Area (MSA)



Sources: Esri, U.S. Census Bureau and Unison Consulting, Inc.

STL is the larger of the two commercial service airports serving the St. Louis MSA. In 2025, STL was the 35th largest airport in the United States based on annual enplanements.³ The FAA classifies STL as a primary medium hub, a category of airports that individually account for 0.25 to 1.0 percent of the annual U.S. commercial enplanements. The other commercial service airport in the St. Louis MSA is MidAmerica St. Louis Airport (BLV) in Belleville, Illinois. The FAA classifies BLV as a primary nonhub airport with more than 10,000 annual enplanements but less than a 0.05 percent share of annual U.S. commercial enplanements.⁴ BLV has significant general aviation activity and limited commercial passenger service from one airline, Allegiant Airlines.

³ Federal Aviation Administration, “CY 2025 Enplanements at All Commercial Service Airports (by Rank),” https://www.faa.gov/airports/planning_capacity/passenger_allcargo_stats/passenger/arp-cy2025-commercial-service-enplanements-preliminary.pdf

⁴ The FAA categorizes airports by type of activities—commercial service, primary, cargo service, reliever, and general aviation airports—and by number of enplanements and share of annual U.S. total enplanements. Commercial service airports are publicly owned airports with at least 2,500 annual enplanements and scheduled air carrier service; they are further classified between primary and nonprimary. Primary commercial service airports have more than 10,000 annual enplanements. They are further classified based on the share of annual U.S. total enplanements: Nonhubs have more than 10,000 enplanements but less than

STL operates in relative market isolation (see Table 6 and Figure 2), as there are no similarly sized airports within a 2-hour drive from the Airport. Three airports—Columbia Regional Airport (COU), Abraham Lincoln Capital Airport (SPI), and BLV—are the only commercial airports classified as primary nonhub airports within a 2-hour drive from STL, and none is classified as a small hub. The nearest airport designated as a small hub—Springfield-Branson National Airport (SGF)—is 224 miles away from STL. STL’s closest peer airport, Indianapolis International Airport (IND), is 241 miles away from STL. The closest large hubs, Chicago-O’Hare (ORD) and Chicago-Midway (MDW), are each more than 4.5 driving hours from St. Louis. IND, ORD, and MDW offer comparable or better air service but are too far away to draw significant passenger traffic from STL.

Table 6 | Driving Times from STL to Select Midwest Airports

Airport	Distance to STL (miles)	Driving Time to STL (hours, minutes)	FAA Classification	FY 2025 Enplanements (000)
Springfield-Branson National Airport (SGF)	224	3h 33m	Small	633
Indianapolis International Airport (IND)	241	3h 39m	Medium	4,788
Kansas City International Airport (MCI)	254	4h	Medium	5,654
Eastern Iowa Airport (CID)	266	4h 13m	Small	691
Chicago Midway International Airport (MDW)	296	4h 40m	Large	10,659
Chicago O’Hare International Airport (ORD)	306	4h 58m	Large	35,843
Des Moines International Airport (DSM)	333	5h 37m	Small	1,519
Northwest Arkansas National Airport (XNA)	343	5h 10m	Small	973

Sources: Google Maps, U.S. Federal Aviation Administration, and Unison Consulting.

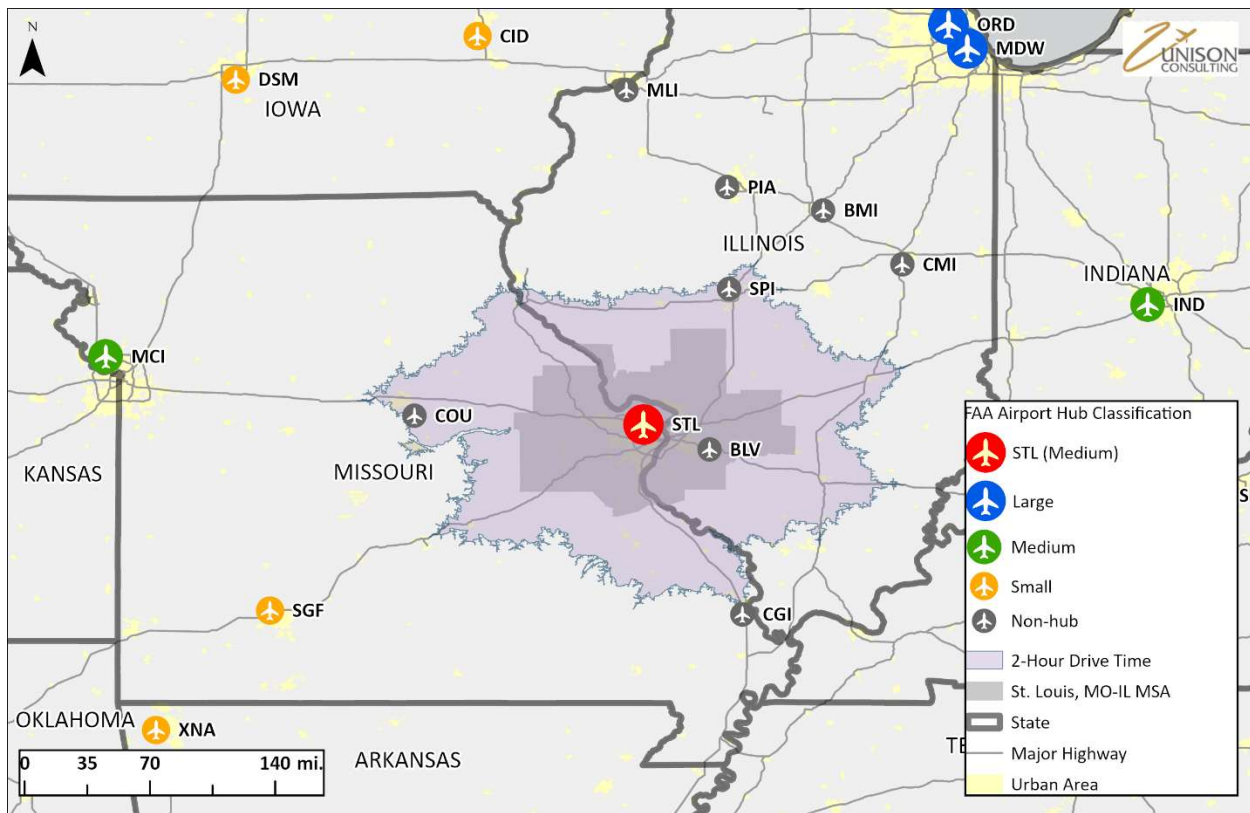
Driving times can change depending on day of week and time of day.

Results sorted by distance to STL.

FAA nonhub airports are omitted for brevity.

0.05 percent of the annual U.S. total enplanements; small hubs have a 0.05-0.25 percent share; medium hubs, a 0.25-1.0 percent share; and large hubs, more than 1 percent share. See: Federal Aviation Administration, “Airport Categories,” https://www.faa.gov/airports/planning_capacity/categories.

Figure 2 | Commercial Airports Nearby STL



Sources: Esri, U.S. Census Bureau and Unison Consulting, Inc.

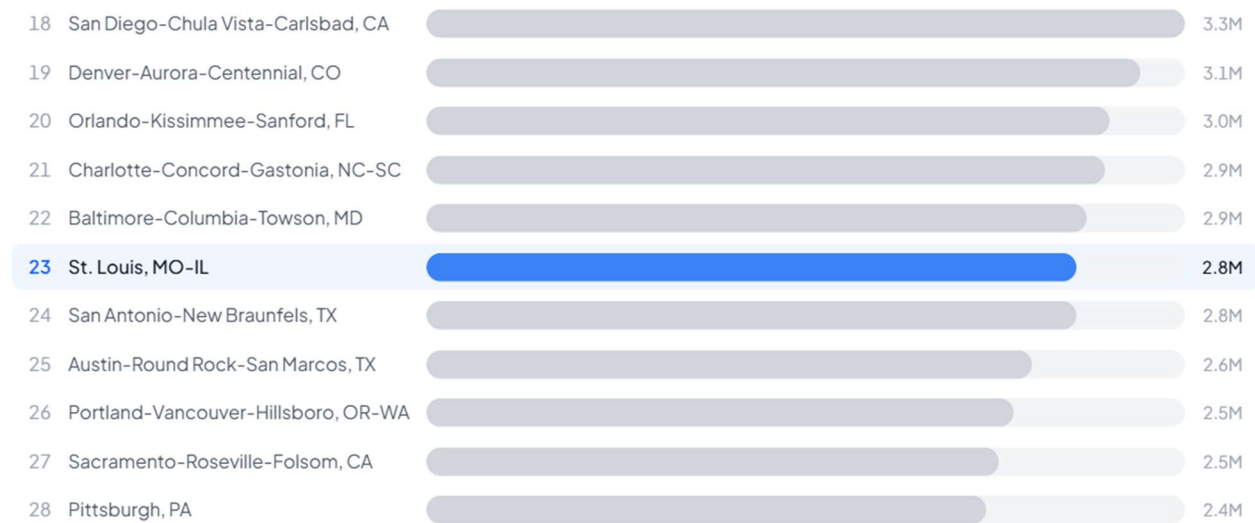
2.2 | Demographics

Demographics shape and drive regional economies in fundamental ways. Population size, growth trends, age distribution, foreign-born population, and educational attainment determine the labor force's size, quality, and productivity. Along with income characteristics, demographic attributes determine consumption patterns and demand levels for goods and services, including air transportation. Hence, demographic trends can affect economic growth through effects on both the supply side (the labor force) and the demand side (consumer spending).

2.2.1 | Population

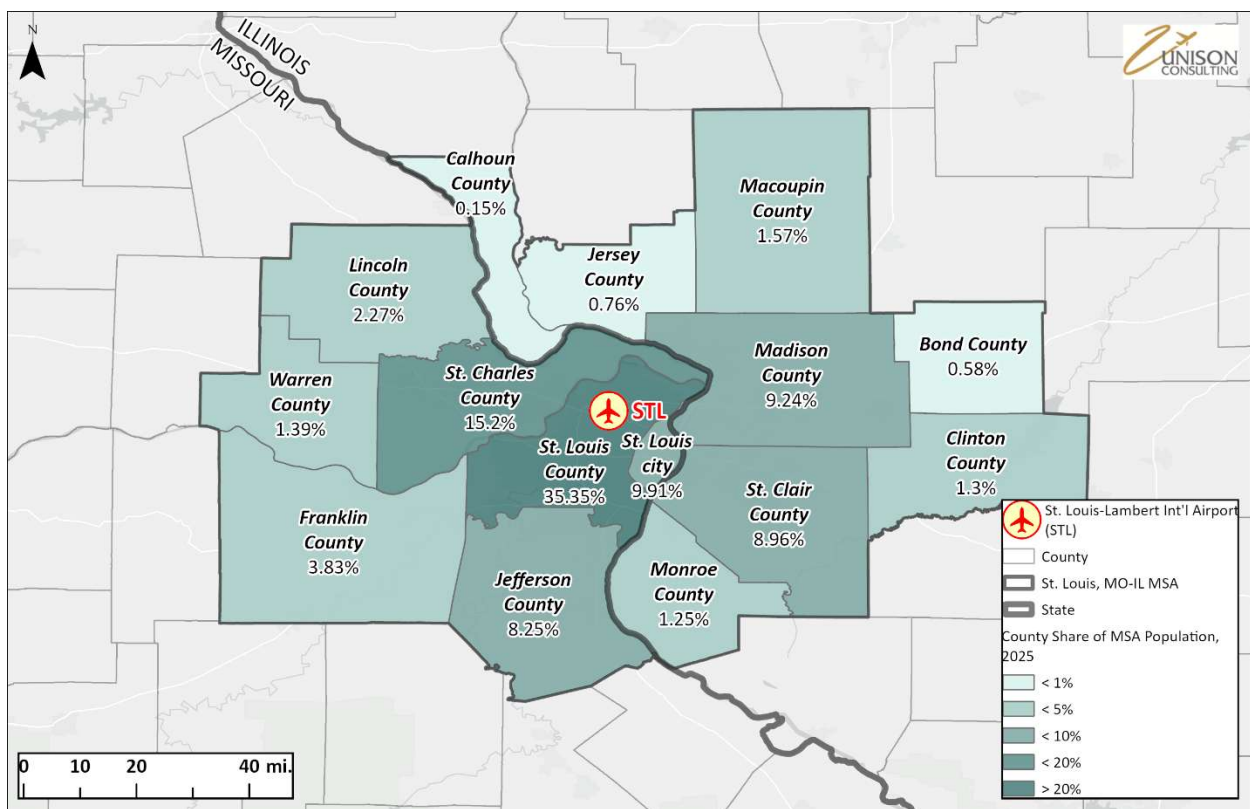
The St. Louis MSA is the 23rd largest metropolitan statistical area (out of 387) in the United States. In 2025, the resident population of the St. Louis MSA was 2.8 million, similar in size to the Baltimore, MD, and San Antonio, TX, MSAs (Figure 3). Approximately 76 percent of residents in the St. Louis MSA live in Missouri, while the remaining 24 percent reside across the Mississippi River in Illinois. About 87 percent of the population of the St. Louis MSA resides in six counties: St. Louis County, St. Louis City, St. Charles County, and Jefferson County in Missouri, and Madison and St. Clair Counties in Illinois (Figure 4).

Figure 3 | St. Louis MSA Population and Peer MSAs



Sources: U.S. Census Bureau and Unison Consulting, Inc.

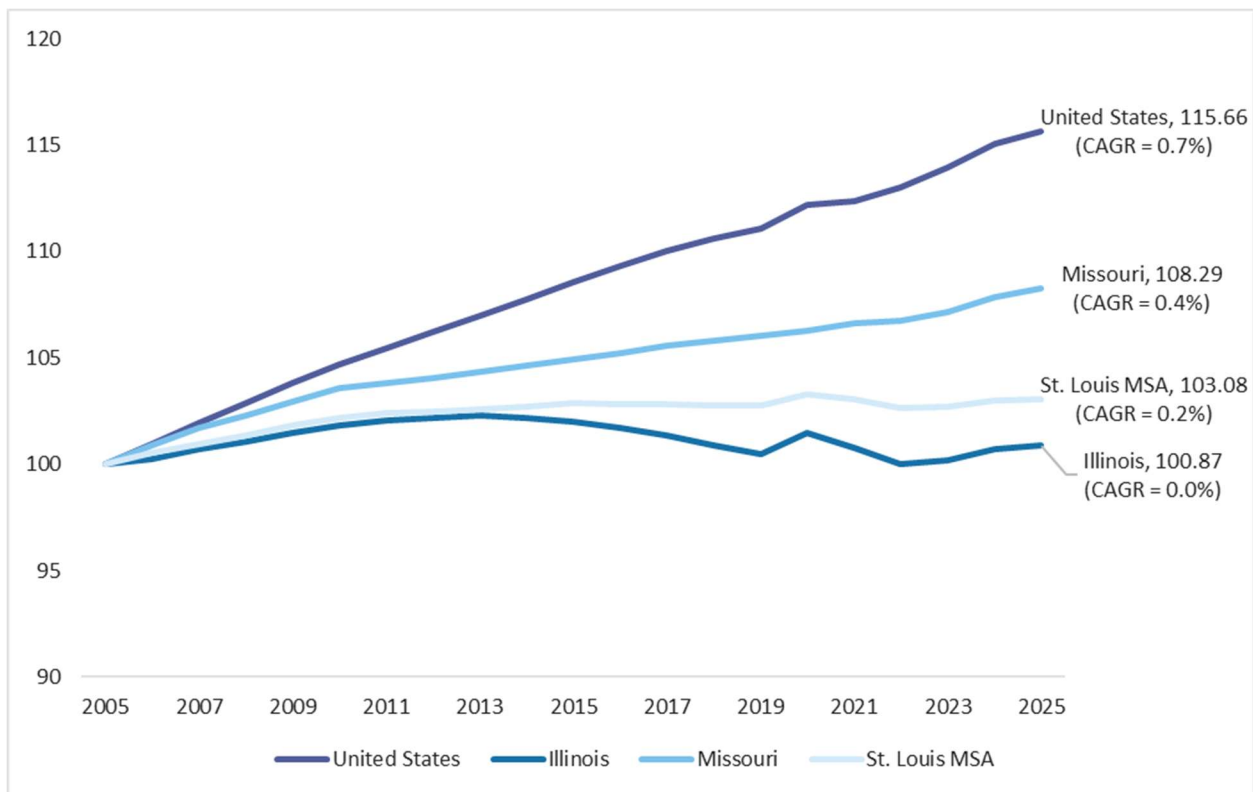
Figure 4 | Population Distribution of St. Louis MSA, by County



Sources: Esri, U.S. Census Bureau and Unison Consulting, Inc.

Figure 5 shows that between 2005 and 2025, the total population of the St. Louis MSA grew by around 3 percent, representing a compound annual growth rate (“CAGR”) of 0.2 percent. Missouri’s statewide population grew by around 8 percent during this period (CAGR = 0.4 percent) and Illinois’s statewide population grew by less than 1 percent (CAGR = 0.0 percent). By contrast, the U.S.’s population grew by nearly 16 percent, or a CAGR of 0.7 percent. Much of why the St. Louis MSA has grown at a far slower rate than the U.S. is outmigration.⁵ This trend was more noticeable between 2020 and 2022, with the St. Louis MSA losing nearly 18,000 residents, following the national trend of outmigration from city centers and urban areas in the wake of the COVID-19 pandemic.⁶

Figure 5 | Population Index (2005 = 100), 2005-2025



Sources: U.S. Census Bureau and Unison Consulting, Inc.

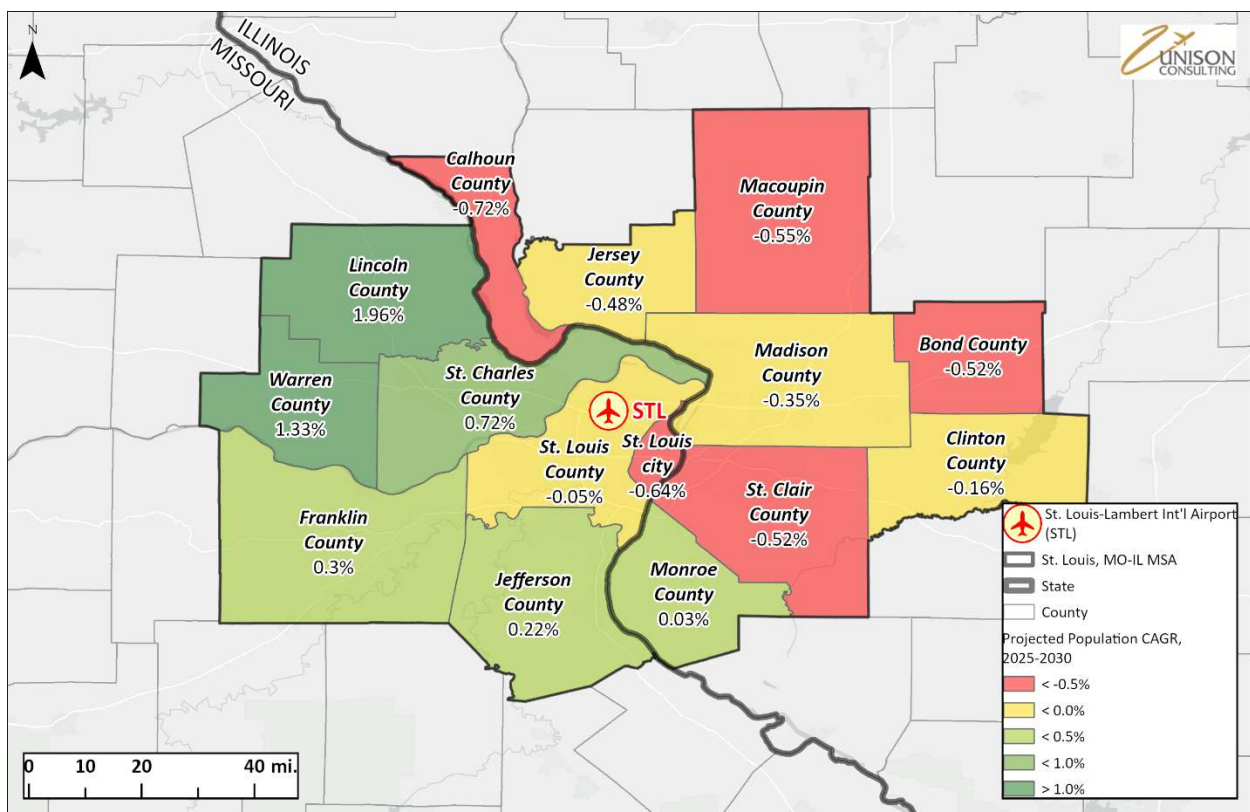
⁵ Federal Reserve Bank of St. Louis, “Why is the St. Louis Metro Area Population Growing So Slowly,” 2019, <https://research.stlouisfed.org/publications/economic-synopses/2019/05/31/why-is-the-st-louis-metro-area-population-growing-so-slowly>.

⁶ M. Simpson, “Population decline speeds up in St. Louis region, U.S. Census estimates say,” St. Louis Business Journal, May 1, 2023.

Between 2025 and 2030, the St. Louis MSA is expected to remain at its 2025 population level of 2.8 million residents. Figure 6 maps the expected population CAGR between 2025 and 2030 by county. All counties in the Illinois portion of the St. Louis MSA, apart from Monroe County, are expected to lose residents between 2025 and 2030. In Missouri, the City of St. Louis is expected to see further population declines, expected to average around a 0.6 percent annual decline in population. St. Louis County's population is projected to decline modestly, at an annual rate of 0.05 percent. By contrast, the remaining five counties in the Missouri portion are all projected to grow in population by 2030.

Although population growth in the St. Louis metropolitan area is expected to remain modest compared with many rapidly growing Sun Belt regions, population represents only one of several factors influencing passenger demand. Air travel is also supported by growth in income, employment, business activity, tourism, airline service, and the increasing propensity to travel by air. Consequently, moderate population growth does not necessarily imply similar modest growth in passenger traffic.

Figure 6 | 2025-2030 Projected Population Growth in St. Louis MSA, by County

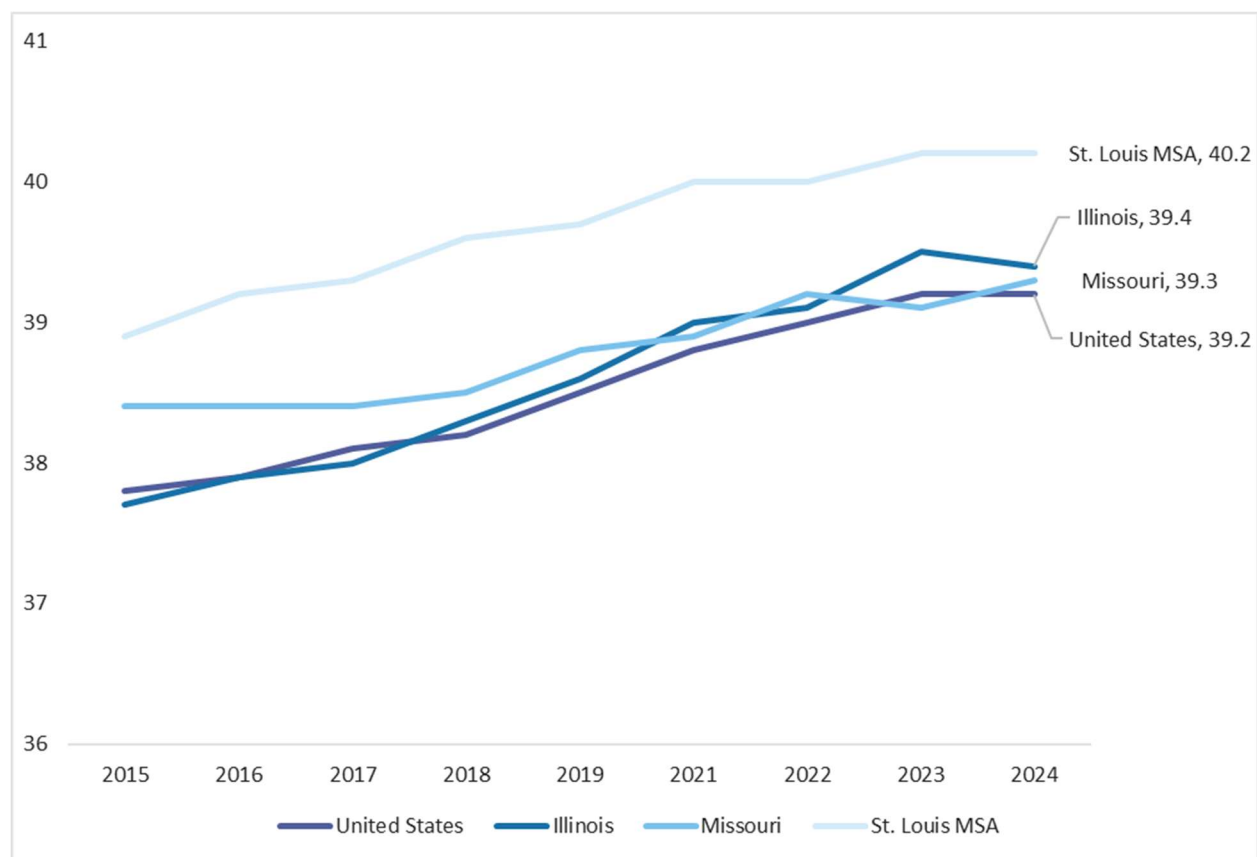


Sources: Esri, U.S. Census Bureau, and Unison Consulting, Inc.

2.2.2 | Population Age Structure

The working-age population provides the labor force that supports the economy. In recent decades, however, the working-age population has been shrinking gradually with the aging of the population, the retirement of baby boomers, and the decrease in birth rates. As a result, the median age has been trending upwards everywhere since 2015 (Figure 7). In 2015, the median age in the United States was 37.9, but has steadily increased ever since, reaching 39.2 in 2024. Illinois's statewide median age has tracked closely with the nation, while Missouri's median age has increased more slowly than the nation between 2015 and 2024. The St. Louis MSA has a median age older than the national median throughout the same period, going from 38.9 in 2015 to over 40 in 2024.

Figure 7 | Median Age, 2015-2024

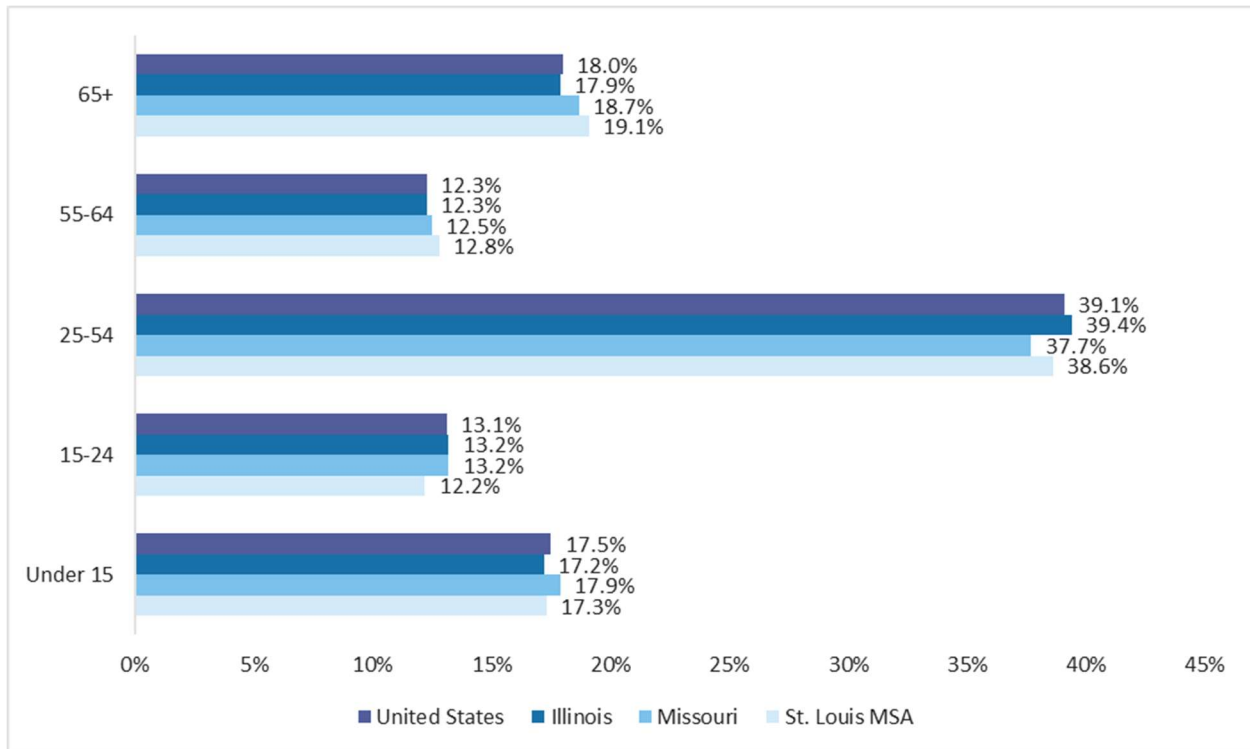


Sources: U.S. Census Bureau and Unison Consulting, Inc.

The older skew of the St. Louis MSA is also evident from its age distribution (Figure 8). Nationwide, 30.3 percent of the population is over the age of 55. 31.2 percent and 30.2 percent of the population in Missouri and Illinois, respectively, is over the age of 55. In the St. Louis MSA, 31.9 percent of the population is 55 or older. Conversely, the St. Louis MSA has a smaller share of residents age 24 or under than the nation; 29.5 percent of the St. Louis MSA is age 24 or under compared to 30.6 percent nationally. The St. Louis MSA also has a lower share of adults ages 25 to 54 than the nation,

but this difference is smaller (38.6 percent vs. 39.1 percent nationally) than at the younger and older extremes of the age distribution. While older populations are typically associated with lower productivity, older adults are flying more often than before, typically prioritizing domestic trips and favoring nonstop travel.⁷

Figure 8 | Population Age Distribution, 2024



Source: U.S. Census Bureau and Unison Consulting, Inc.

2.2.3 | Foreign-Born Population

Amid an aging population and declining birth rates, attracting in-migration offers another way to increase the population, expand the labor force, and support economic growth. Between 2020 and 2023, immigrants represented 75 percent of the nation's population growth. During the same period in Missouri, net international immigrants added more than 22,000 residents to the state, more than offsetting the net loss of nearly 13,000 due to vital events.⁸

⁷ AARP, "Older Americans Are Traveling More Than Ever, Says AARP Study", March 6, 2025. Accessed July 5, 2026. <https://www.aarp.org/press/releases/2025-3-6-older-americans-are-traveling-more-than-ever-says-2025-aarp-study.html>

⁸ Source: U.S. Census. Between 2020 and 2023, net domestic migration boosted Missouri's population by about 31,000 individuals while net international immigration increased Missouri's population by over 22,000. Population change due to vital events (births and deaths) was approximately -13,000.

Immigrants add to the labor supply, increase productivity, and expand the regional market for goods and services.^{9, 10} Immigrants also generate demand for air service when they visit their region of origin and when their family and friends visit.

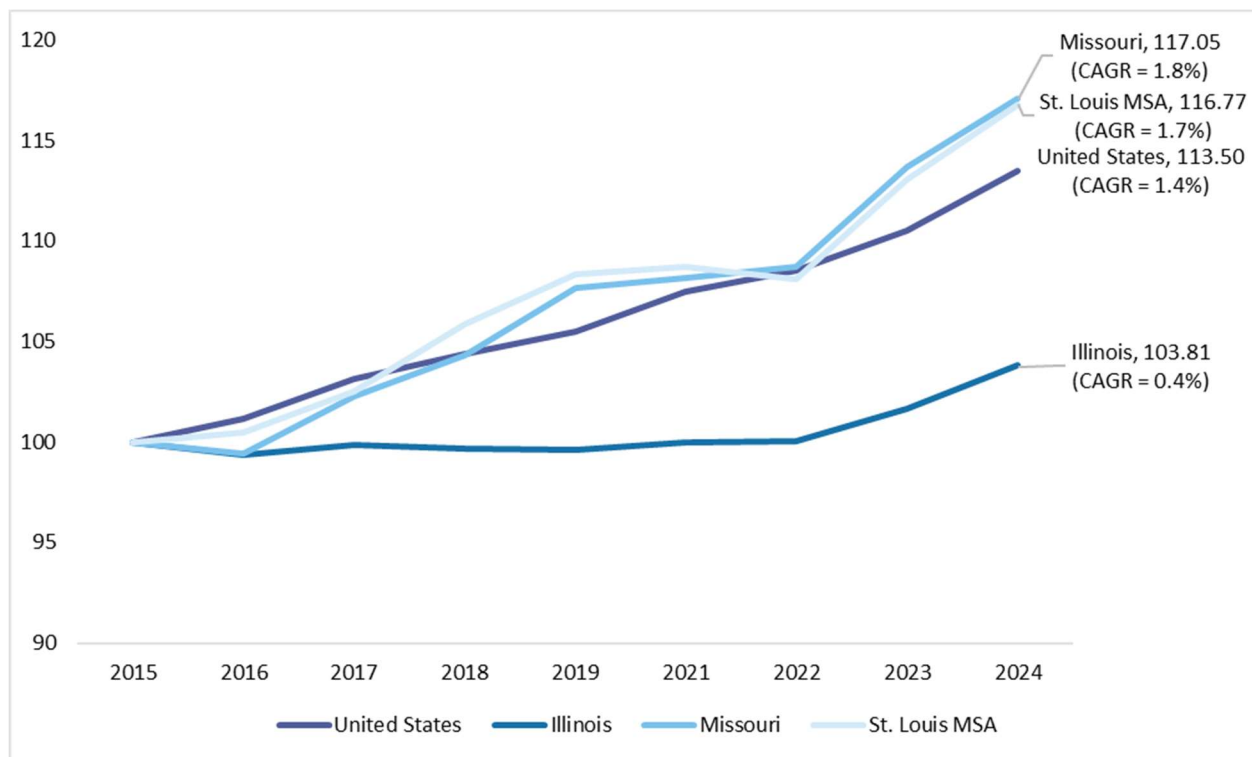
The St. Louis MSA has a small but growing foreign-born population. In 2024, 5.2 percent of St. Louis MSA residents were born outside of the United States, much lower than the national share of 14.1 percent but slightly higher than Missouri's (4.5 percent). Since 2015, the foreign-born population of the St. Louis MSA has increased by 16.8 percent, a similar rate to that of Missouri (17 percent), and higher than the national growth rate (13.5 percent) and Illinois's growth rate of 3.8 percent (Figure 9). Among the foreign-born population in the St. Louis MSA, the largest group came from Asia (45.6 percent), followed by Europe (20.2 percent) and Latin America (22.5 percent). This distribution by region of origin, while like that of Missouri, is more heavily weighted towards Asia and Europe than nationally (Figure 10), together accounting for 65.8 percent of the St. Louis MSA immigrant population compared to 41.1 percent nationally.

Growth in the foreign-born population also supports commercial aviation demand. International residents contribute to business travel, international commerce, educational exchanges, and travel to visit friends and relatives ("VFR"), all of which generate demand for both domestic and international air service. As international connectivity at STL continues to expand, demographic diversity should provide incremental support for long-term passenger growth.

⁹ G.J. Borjas, "Immigration and Economic Growth," National Bureau of Economic Research *Working Paper Series*, Working Paper 25836, May 2019, https://www.nber.org/system/files/working_papers/w25836/w25836.pdf.

¹⁰ P. Orrenius and C. Smith, "Without Immigration, U.S. Economy Will Struggle to Grow," *Dallas Fed Economics*, Federal Reserve Bank of Dallas, April 9, 2020, <https://www.dallasfed.org/research/economics/2020/0409>.

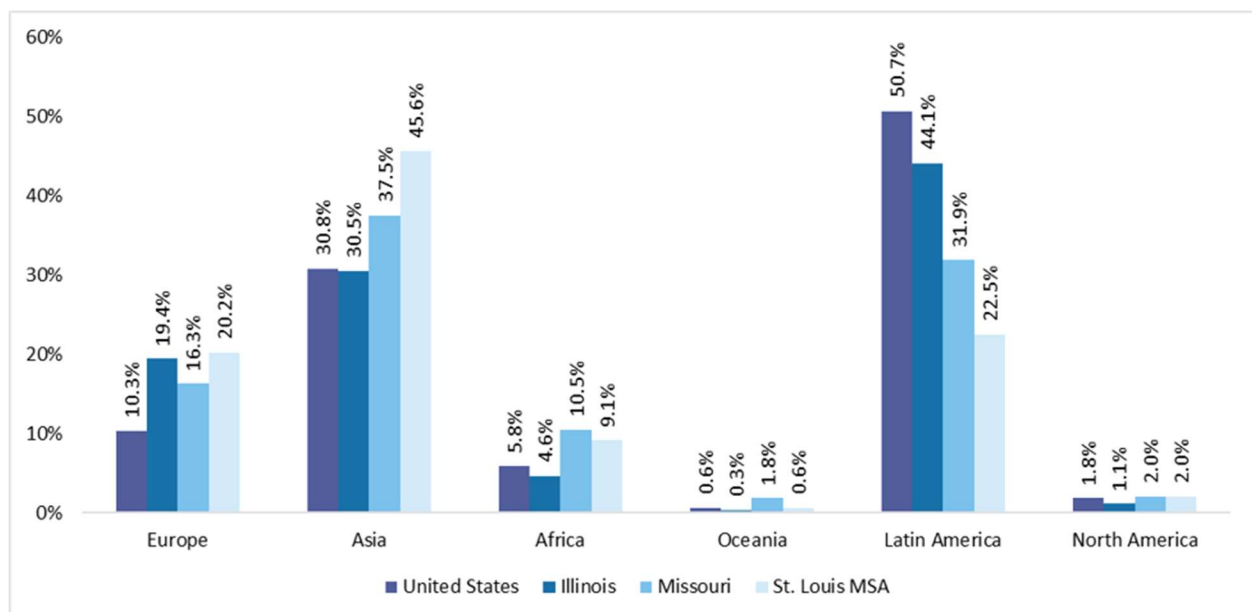
Figure 9 | Foreign Born Population Index (2015 = 100), 2015-2024



Sources: U.S. Census Bureau and Unison Consulting, Inc.

Note: 2020 excluded from data due to reliability issues with the 2020 1-Year American Community Survey.

Figure 10 | Foreign Born Population by Region of Origin, 2024



Sources: U.S. Census Bureau and Unison Consulting, Inc.

2.2.4 | Educational Attainment

Education promotes economic growth in several ways. First, education increases the value of human capital and labor productivity. Second, it promotes innovation and the adoption of new technologies. Third, it provides flexibility to adapt to changing work environments and skill requirements.^{11, 12}

Advancements in information and communication technologies have amplified the role of workers' skills in generating economic growth.¹³ Cities and regions that have been able to attract and retain educated and skilled workers have thrived, while cities failing to do so have lagged.¹⁴ The value of education is evident in the disparities in average wages and unemployment rates by educational attainment. In 2024, workers who have not completed high school earned only 48 percent of the weekly wages earned by workers with a bachelor's degree and only 40 percent of the weekly wages earned by those with master's degrees. They also have unemployment rates that more than double those of college graduates.^{15, 16}

Educational attainment levels in the St. Louis MSA are higher than state and national levels (Figure 11). More than 39 percent of the population aged 25 and over in the St. Louis MSA have at least a bachelor's degree, compared with just 33.5 percent in Missouri and 36.8 percent nationally. The percentage of the population 25 years and over in the St. Louis MSA with less than a high school education is just 6.4 percent, which is substantially lower than the 9.3 percent of national residents and 8 percent of state residents aged 25 and over who have failed to earn a high school degree or equivalent.

¹¹ E. Hanushek and L. Woessman, "Education and Economic Growth," *International Encyclopedia of Education* (Oxford: Elsevier, 2010), Vol. 2, pp. 245-252.

¹² D. Claude and L. Charlotte, "Human Capital and Economic Growth," *Encyclopedia of International Higher Education Systems and Institutions* (Dordrecht: Springer, 2019).

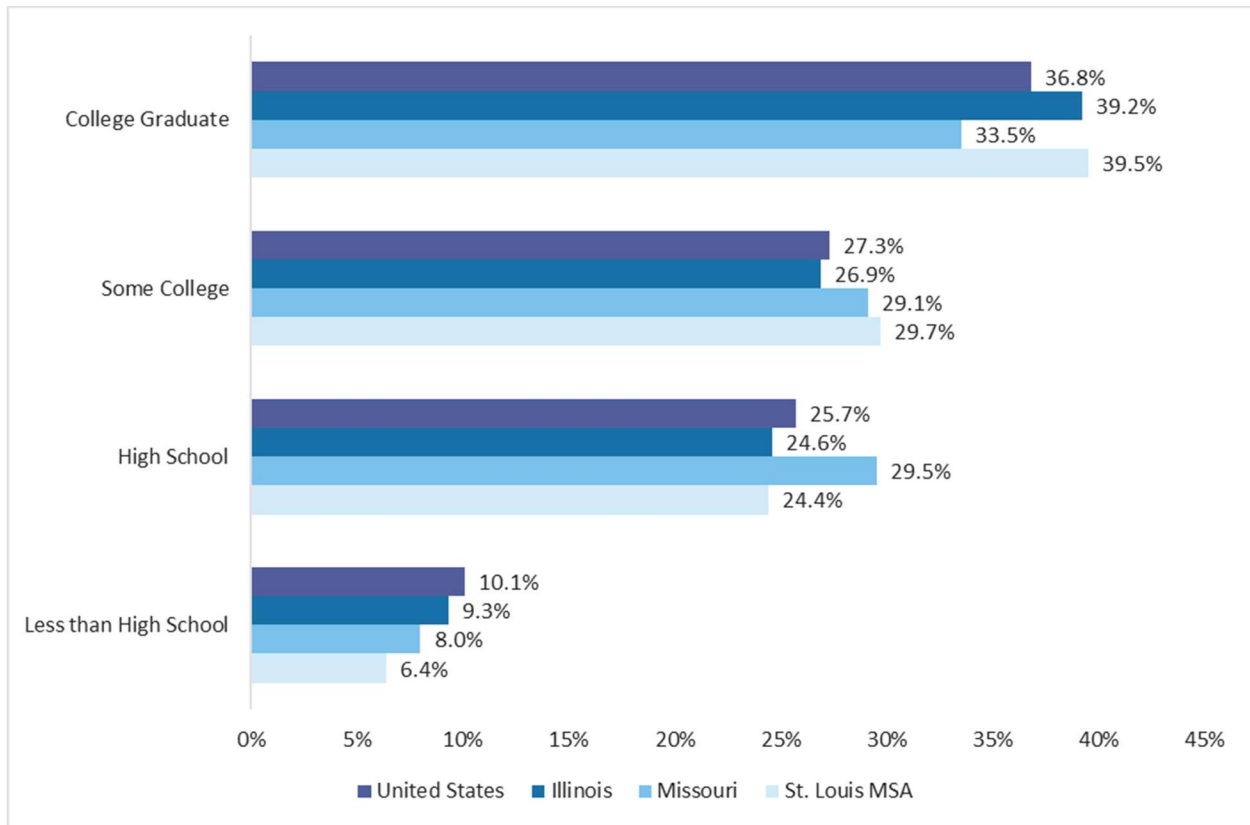
¹³ Enrico Moretti, *The New Geography of Jobs* (Boston: Houghton Mifflin Harcourt, 2012).

¹⁴ Edward Glaeser, *Triumph of the City* (New York: Penguin Books, 2012).

¹⁵ U.S. Bureau of Labor Statistics, "Education Pays," <https://www.bls.gov/emp/tables/unemployment-earnings-education.htm>.

¹⁶ U.S. Bureau of Labor Statistics, "Unemployment rates for persons 25 years and older by educational attainment," <https://www.bls.gov/charts/employment-situation/unemployment-rates-for-persons-25-years-and-older-by-educational-attainment.htm>.

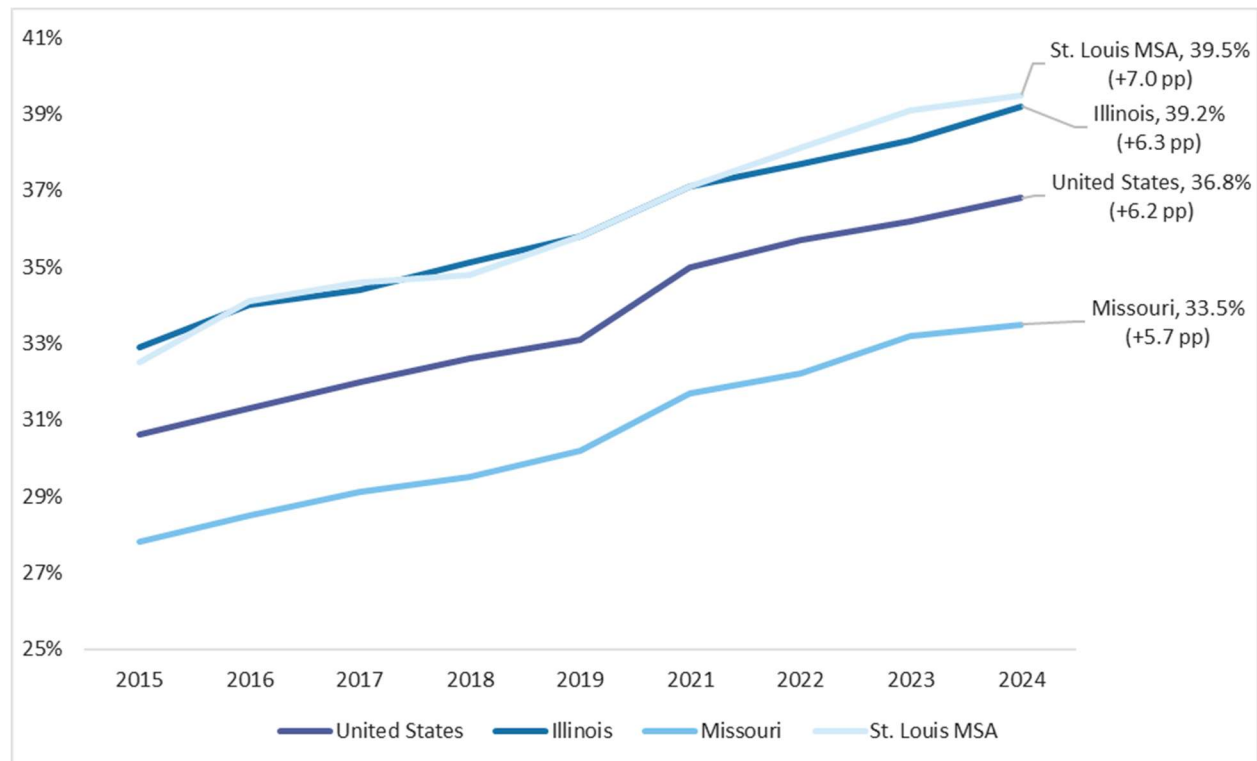
Figure 11 | Educational Attainment, 2024



Sources: U.S. Census Bureau and Unison Consulting, Inc.

Overall, the U.S. population is becoming more educated (Figure 12), and the share of adults over the age of 25 has risen by 6.2 percentage points since 2015, from 30.6 percent in 2015 to 36.8 percent in 2024. Illinois saw a similar trend, albeit with a higher starting point, going from 32.9 percent in 2015 to 39.2 percent in 2024. Missouri has lagged behind Illinois and the nation, going from 27.8 percent in 2015 to 33.5 percent in 2024. The St. Louis MSA not only had a higher share of college graduates throughout this period (32.5 percent in 2015 vs. 30.6 percent nationally in 2015), but also a higher increase in the share of college graduates (7 percentage points compared to 6.2 percentage points nationally).

Figure 12 | Share of Adults Over 25 with Bachelor's Degree or Higher, 2015-2024



Sources: U.S. Census Bureau and Unison Consulting, Inc.

Higher educational attainment generally corresponds with higher household incomes, greater business activity, and a higher propensity to travel by air. Consequently, the relatively well-educated workforce within the St. Louis metropolitan area supports demand for both business and leisure travel and contributes to the Airport's long-term passenger base.

2.2.5 | Income

Demand for air travel increases with income. Studies suggest that air travel demand income elasticities are often greater than one. This means that air travel increases by more than a corresponding increase in income, holding all other things equal.¹⁷

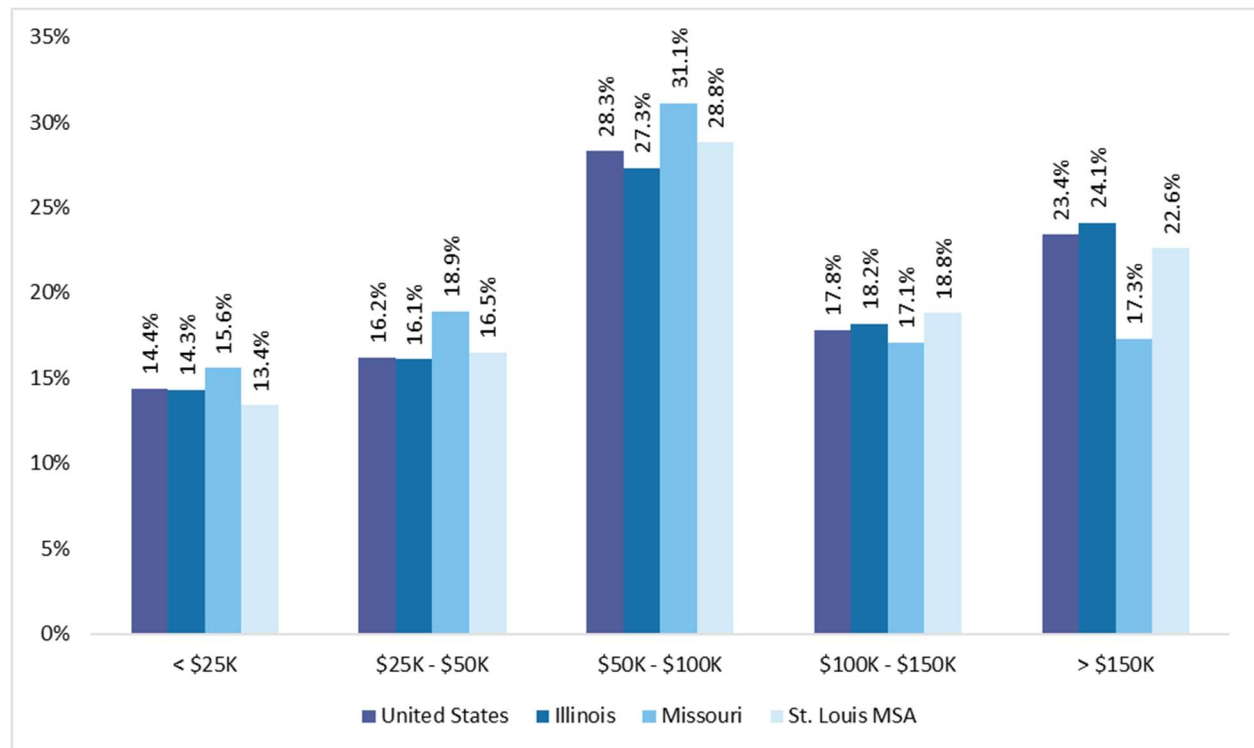
Household incomes in the St. Louis MSA are higher than in the rest of Missouri and comparable to the nation (Figure 13). In 2024, the median household income in the St. Louis MSA was \$81,679, which is about 14 percent higher than Missouri's median (\$71,589), around 2 percent lower than Illinois's median (\$83,211) and nearly identical to the national median (\$81,604). The St. Louis MSA has a higher percentage of households earning at least \$100,000 and a lower percentage of households earning very low incomes (below \$25,000) compared with the states of Missouri and

¹⁷ For example, a 10 percent increase in income will generate more than a 10 percent increase in air travel demand. See C. A. Gallet and H. Doucouliagos, "The income elasticity of air travel: A meta-analysis," *Annals of Tourism Research* 49 (2014), 141-155.

Illinois, and the nation as a whole. The St. Louis MSA has a higher share of households making between \$50,000 and \$150,000 than nationally, as 47.6 percent of households in the MSA fall in these two income groups, compared to only 46.1 percent nationally.

Household income is one of the strongest determinants of discretionary air travel. Higher-income households generally travel more frequently, take longer trips, and are less sensitive to airfare changes than lower-income households. Continued growth in personal income therefore supports both business and leisure passenger demand at STL.

Figure 13 | Household Income Distribution and Median Household Income, 2024



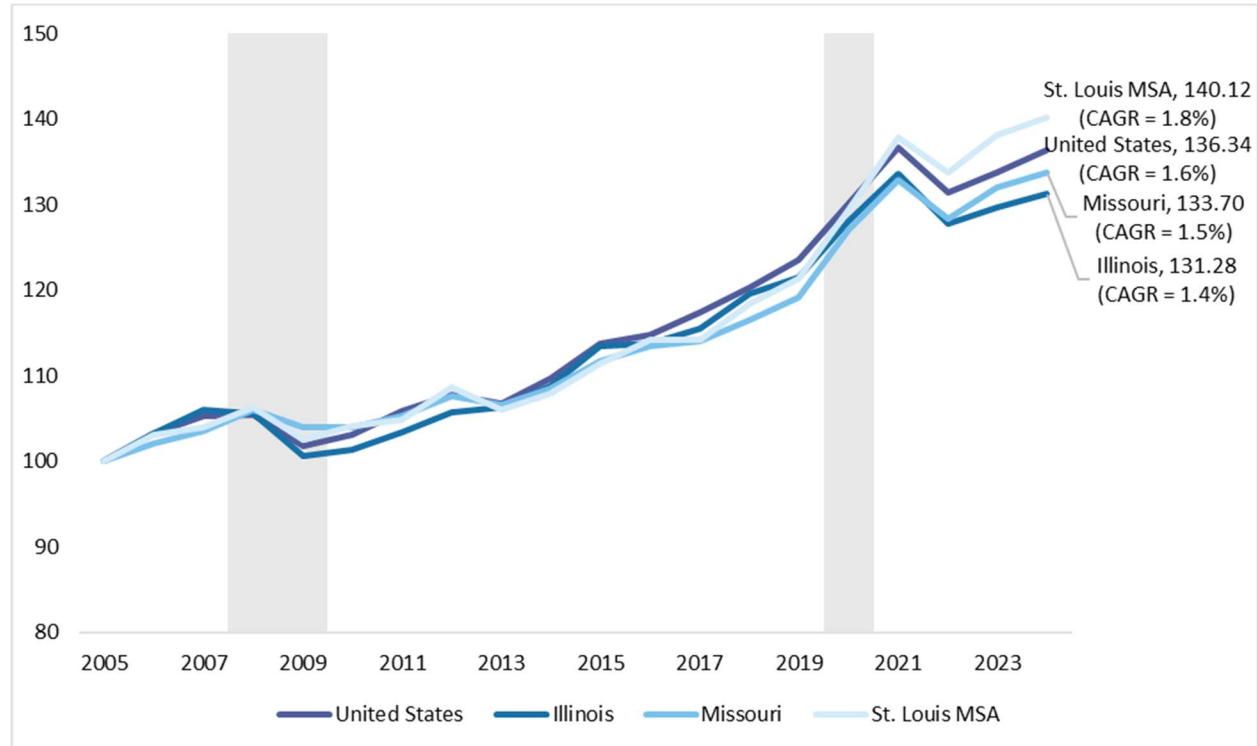
Sources: U.S. Census Bureau and Unison Consulting, Inc.
Income is reported in inflation-adjusted 2024 dollars.

The St. Louis MSA has enjoyed steady real per capita personal income growth since 2005, experiencing only a slight dip during the Great Recession (Figure 14). Per capita personal income in the St. Louis MSA increased at a CAGR of 1.8 percent over the past two decades—slightly faster than in the nation (1.6 percent) and both Missouri (1.5 percent) and Illinois (1.4 percent).

Since 2005, real per capita personal income has been consistently higher in the St. Louis MSA than in the nation and the state. In 2024, real per capita personal income in the St. Louis MSA (\$63,337) was 7 percent higher than the national average (\$59,214), 21 percent higher than the Missouri state average (\$52,513), and 5 percent higher than the Illinois statewide level (\$60,294). The gaps in real per capita personal income between the St. Louis MSA and the states of Illinois and Missouri have widened over time. In 2005, per capita income in the St. Louis MSA was only 15 percent higher in

2005, growing to a 21 percent difference in 2024; while the gap between the St. Louis MSA and Illinois widened from 2 percent in 2005 to 5 percent in 2024.

Figure 14 | Real Per Capita Personal Income Index (2005 = 100), 2005-2024

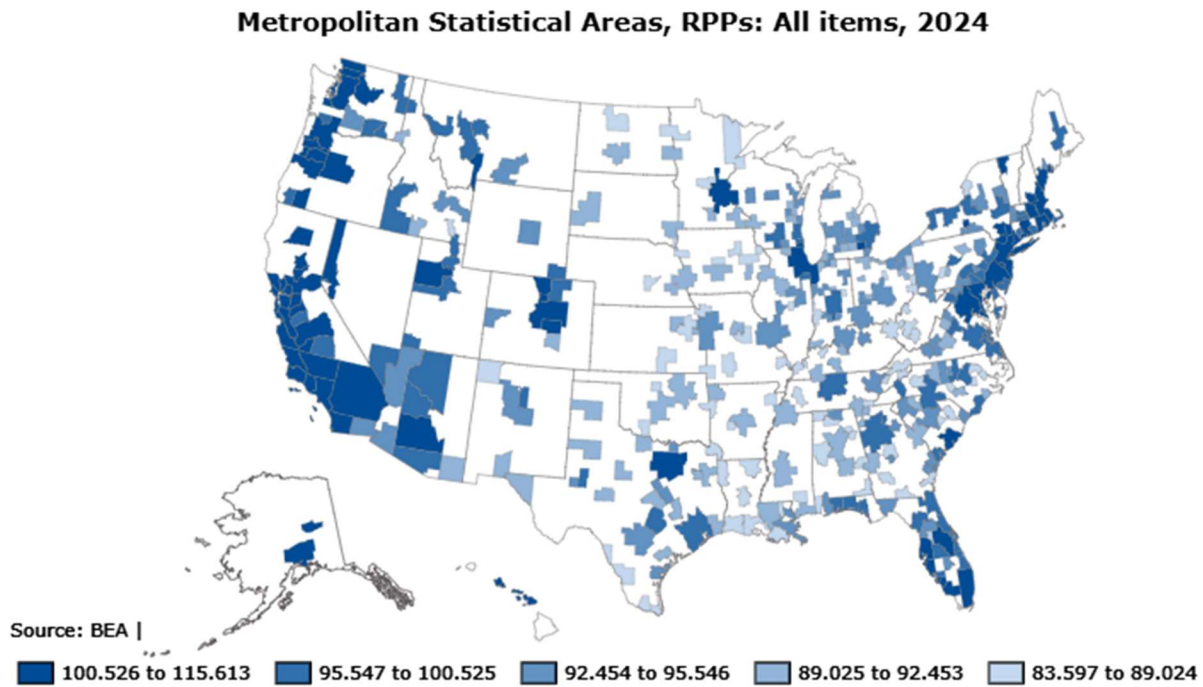


Sources: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

2.2.6 | Cost of Living

The cost of living in the St. Louis MSA is below the national average (Figure 15), giving residents even greater purchasing power with their above-U.S. average incomes. Based on the regional price parity index by MSA for 2024, prices in the St. Louis MSA are about 4.9 percent below the U.S. average and are significantly lower than prices in other major metropolitan areas such as Chicago, Los Angeles, and San Francisco (Table 7). In comparison with more similar “peer cities,” the St. Louis MSA has a lower cost of living than the Baltimore, MD; Cincinnati; and Columbus, Ohio MSAs, though its cost of living is higher than that of the Pittsburgh, San Antonio, and New Orleans MSAs. All things equal, lower average prices give consumers more discretionary income to spend on travel.

Figure 15 | Regional Price Parity Index by MSA, 2024



Source: U. S. Bureau of Economic Analysis.

Table 7 | Regional Price Parity of St. Louis MSA, 2024

Ranking	Metropolitan Area	Regional Price Parity (RPP)
	United States	100
	...	
161	Cincinnati, OH-KY-IN (Metropolitan Statistical Area)	95.37
162	Ocala, FL (Metropolitan Statistical Area)	95.234
163	Savannah, GA (Metropolitan Statistical Area)	95.206
164	El Centro, CA (Metropolitan Statistical Area)	95.174
165	Pittsfield, MA (Metropolitan Statistical Area)	95.106
166	St. Louis, MO-IL (Metropolitan Statistical Area)	95.088
167	Bloomington, IN (Metropolitan Statistical Area)	95.084
168	Lansing-East Lansing, MI (Metropolitan Statistical Area)	94.991
169	Harrisonburg, VA (Metropolitan Statistical Area)	94.892
170	Glens Falls, NY (Metropolitan Statistical Area)	94.866
	...	

Source: U. S. Bureau of Economic Analysis.

2.3 | Regional Economic Measures

Demand for air transport services is a function of the economic vitality of a region, which can be gleaned from trends in gross domestic product ("GDP"), the labor market, the mix of industries that make up the regional economy, and tourism. Regional, national, and even global economic conditions influence the demand for air transportation services at a particular airport.

2.3.1 | Gross Domestic Product

The most comprehensive measure of economic output is GDP—the dollar value of all goods and services produced in a geographic region.¹⁸ Sustained growth in inflation-adjusted real GDP underpins economic expansions, while decreases in real GDP over two or more consecutive quarters often signal a recession.¹⁹ Generally, during an economic expansion, employment grows, incomes rise, and the demand for air travel also rises. Conversely, during an economic recession, employment decreases, incomes fall, and the demand for air travel also falls. Nationally, real GDP is an important correlation of commercial enplanements. Over the last two decades, the correlation between U.S. enplanements and real GDP is about 0.7.²⁰

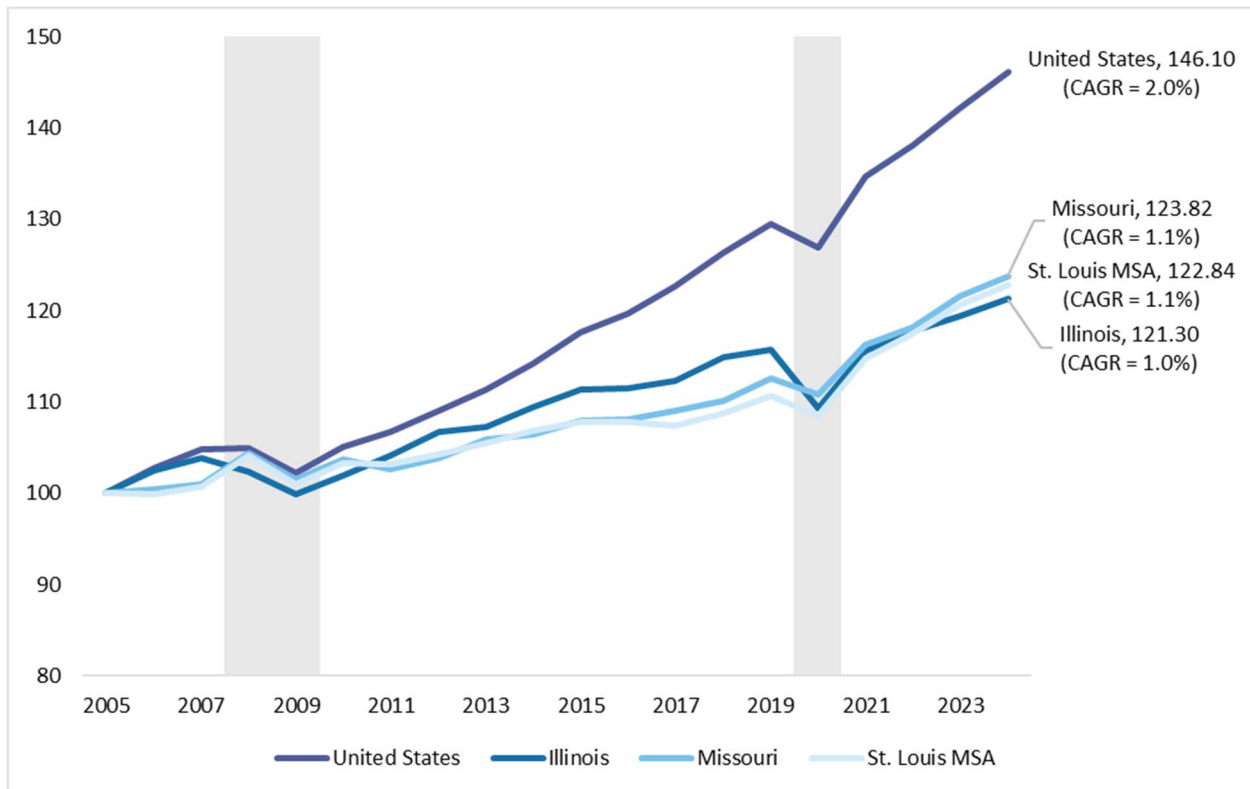
Real GDP growth in the Missouri and St. Louis MSA has generally followed national patterns reflecting business cycles and the impacts of COVID-19 (Figure 16). However, both the states and St. Louis MSA have grown more slowly overall. Nationally, between 2005 and 2024, real GDP grew by approximately 46 percent compared with 24 percent in Missouri, 21 percent in Illinois, and 23 percent in the St. Louis MSA. Combined, these short- and long-term trends reveal slower growth locally. When juxtaposed with national trends, the persistent slower growth in Missouri and the St. Louis MSA underscores a critical need for region-specific economic strategies to revitalize and align their trajectories more closely with broader economic successes.

¹⁸ In this Report, GDP is used to refer to economic output measured at both national and sub-national levels.

¹⁹ Recessions are officially determined by the National Bureau of Economic Research (NBER) Business Cycle Dating Committee.

²⁰ The correlation coefficient measures the degree to which data series move in tandem with one another. A zero (0) correlation means no association, while a correlation of one (1) indicates a perfect association.

Figure 16 | Real GDP Index (2005 = 100), 2005-2024



Sources: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

2.3.2 | Labor Market

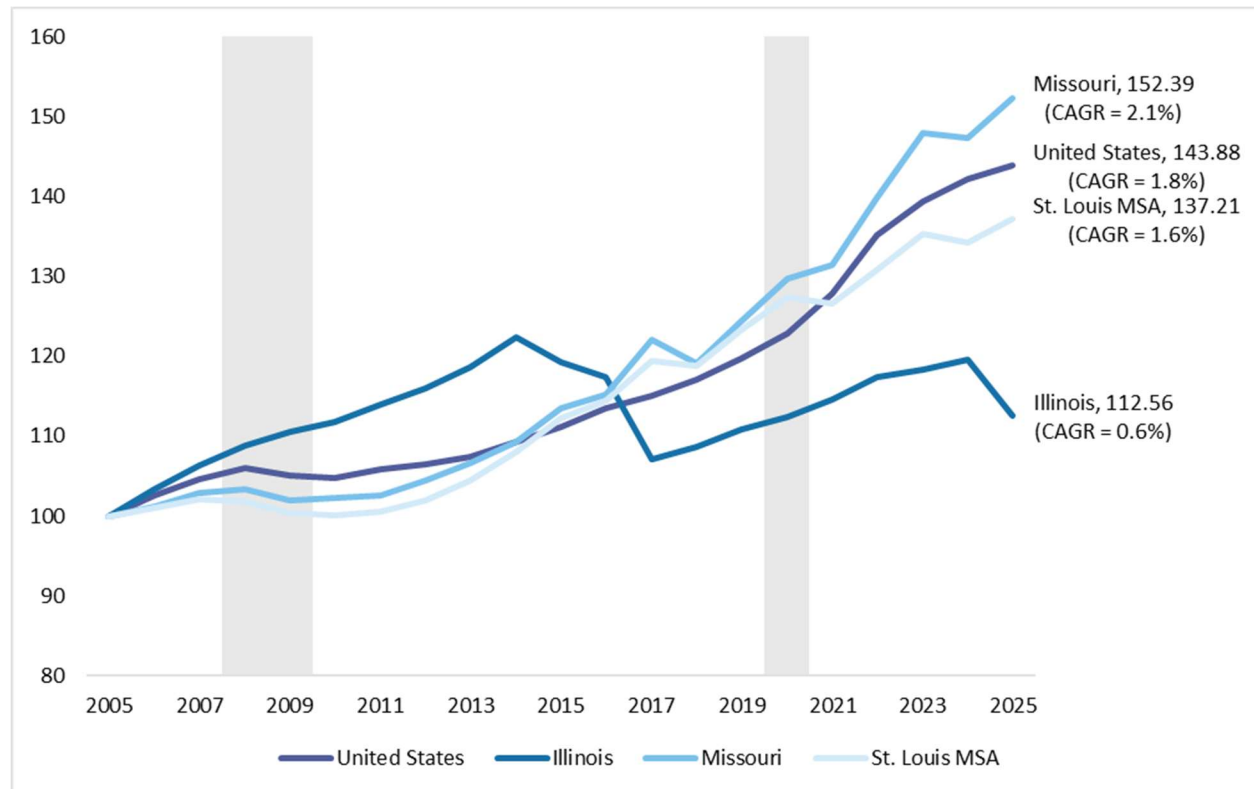
Labor market trends evolve with business cycles and reflect the state of the economy. They are positively correlated with trends in income and travel. Strong business and employment growth and low unemployment stimulate demand for leisure and business travel.

Business Establishments

A growing number of establishments indicate a healthy business climate, a high level of entrepreneurship, and a favorable environment for start-ups. New business formation creates jobs and promotes overall economic growth.

Between 2005 and 2025, the number of business establishments in the United States grew by 44 percent (1.5 percent CAGR, Figure 17). Missouri experienced a 52 percent increase overall (2.1 percent CAGR); however, the St. Louis MSA grew by only 37 percent (1.2 percent CAGR), and Illinois experienced only a 13 percent increase (0.6 percent CAGR). All regions (except Illinois) experienced decreases in business establishments in 2009 in the wake of the Great Recession, but growth resumed quickly and accelerated after 2012. The St. Louis Economic Development Partnership and Greater St. Louis Inc. are among the organizations that promote business formation and location in the St. Louis MSA.

Figure 17 | Business Establishments Index (2005 = 100), 2005-2025

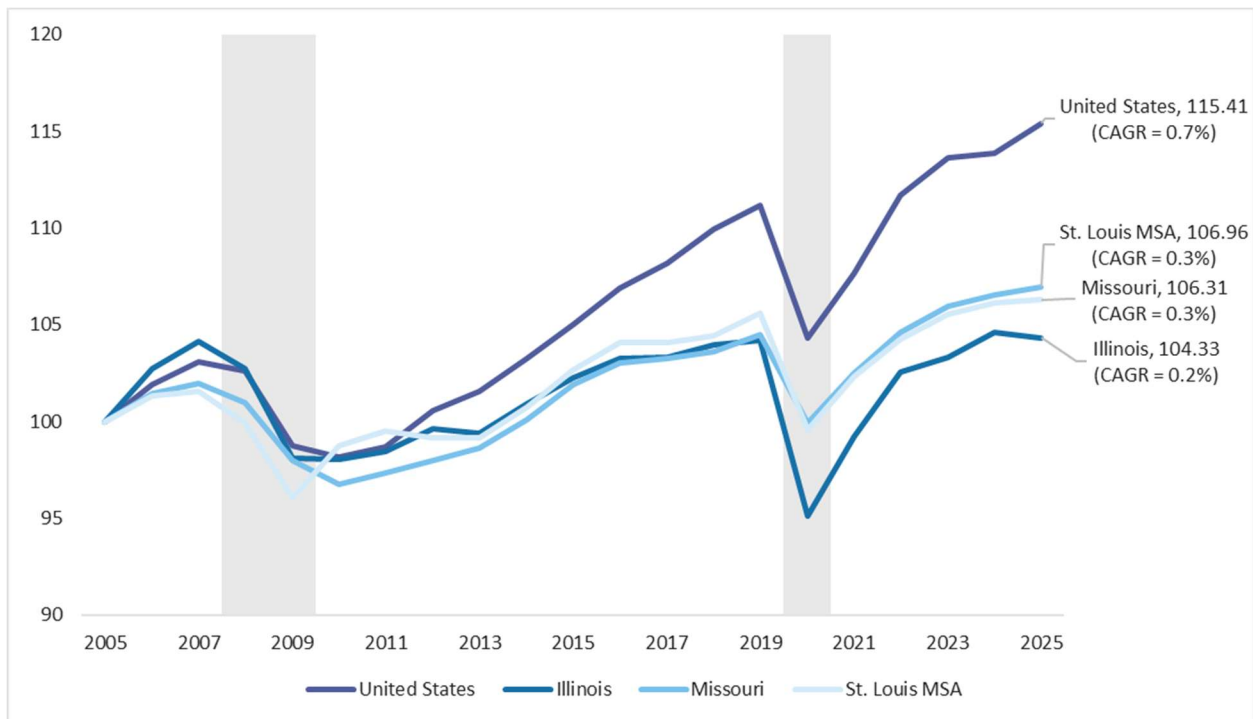


Sources: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate recession periods.

Nonfarm Employment

Between 2005 and 2025, nonfarm employment in the St. Louis MSA, Illinois, and Missouri each increased by only 7 percent, 5 percent, and 6 percent, respectively, much slower than the national employment growth of 15 percent (Figure 18). Employment decreased sharply throughout the United States during the Great Recession of 2008-2009 and recovered gradually during the subsequent economic expansion through 2019. However, between 2010 and 2019, employment in the St. Louis MSA, Illinois, and Missouri all grew slower than nationally. Employment levels fell sharply in 2020 when the U.S. economy entered another recession induced by the COVID-19 pandemic. Annually, employment decreased by about 6 percent nationally, 6 percent in the St. Louis MSA, 9 percent in Illinois, and 4 percent in Missouri.

Figure 18 | Nonfarm Employment Index (2005 = 100), 2005-2025



Sources: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

Nonfarm Employment by Industry

A diversified economy is essential for robust economic growth and resilience to shocks. On the other hand, heavy specialization in a few industries—especially those that are pro-cyclical, such as construction, mining, and manufacturing—increases the exposure of the local economy to business cycle fluctuations and downturns in particular industries. Regions tend to specialize in certain industries owing to natural resources, geographic attributes, labor supply, business climate, and other factors.

Figure 19 shows the percentage distribution of nonfarm employment by industry sector in 2025 in the St. Louis MSA compared with the United States. It also shows the location quotient (LQ) for the St. Louis MSA. The LQ indicates the extent to which a geographic region “specializes” in an industry sector. It measures the degree to which a particular industry sector has proportionately more employees in that region relative to its share of total U.S. nonfarm employment. A LQ higher than one indicates that an industry has a greater share of employment in the region compared to its share at the national level. It, therefore, indicates the region’s specialization in that industry. An LQ lower than one indicates that an industry has a smaller share of employment in the region and is therefore less important in the region than at the national level.

The largest industry sector in the St. Louis MSA, with 19.9 percent of employment, is education and health services. The second and third largest industry sectors are trade, transportation, and utilities (which includes activities such as the retail and wholesale sectors) with 18.6 percent, and

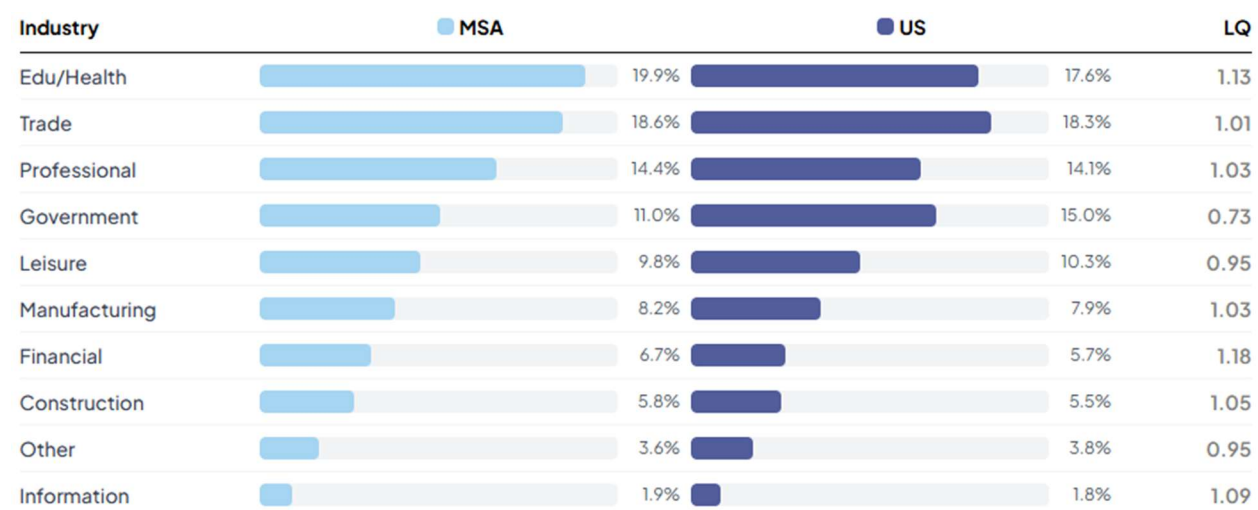
professional and business services with 14.4 percent. These are also among the top industry sectors at the national level.

While the St. Louis MSA largely mirrors the U.S. economy in employment distribution across industry sectors, the St. Louis MSA shows greater specialization in four industry sectors:

- Financial activities with an LQ of 1.18
- Education and health services with an LQ of 1.13
- Information with an LQ of 1.09
- Construction with an LQ of 1.05

These four industry sectors have at least 5 percent greater shares of employment in the St. Louis MSA than at the national level. Conversely, the St. Louis MSA shows significantly smaller employment shares for the government, leisure, and other sectors.

Figure 19 | Employment Distribution and Location Quotients, Q4 2025



LQ (Location Quotient) shows industry concentration vs national average. LQ ≥ 1.25 indicates specialization.

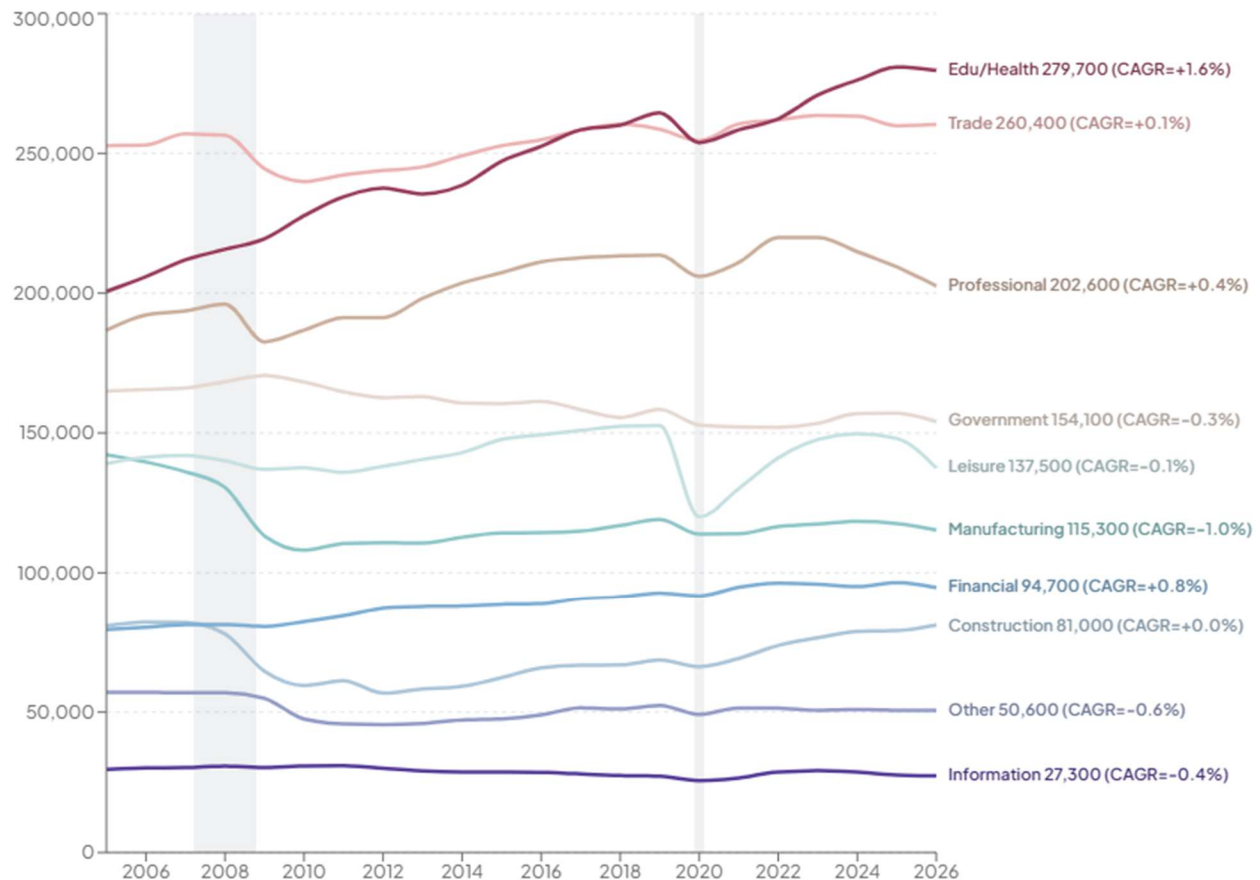
Source: U.S. Census Bureau and Unison Consulting, Inc.

Figure 20 shows trends in employment in selected nonfarm sectors from 2000 through Q4 2025. The effects of the Great Recession (2008-2009) and the COVID-19 recession (2020) are evident, especially in pro-cyclical sectors such as construction, manufacturing, leisure and hospitality, trade, transportation, and utilities, and professional and business services. These industries suffered declines in employment, particularly in the last two recessions.

Over the period, education and health services saw the most significant employment gains, increasing at a compound annual rate of 1.6 percent. The second and third fastest growing sectors were financial activities (0.8 percent CAGR) and professional services (0.4 percent CAGR).

The manufacturing sector has suffered the greatest proportional decline in employment since 2000 (-1 percent CAGR). Most manufacturing job losses occurred in the 2000s due to offshoring and reduced demand for durable goods during the Great Recession. Employment in the manufacturing sector has been largely stable since 2010.

Figure 20 | Employment of Select Industries, 2005-2026



Source: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

Leading Employers

The St. Louis MSA has a range of large public and private employers who, along with the many small enterprises in the area, form the backbone of the region's economy. A strong corporate presence generates business demand for air travel.

Institutions of higher education are also prominent in the St. Louis MSA, most notably Washington University in St. Louis (WashU) and Saint Louis University (SLU). Universities drive travel demand to accommodate students, visitors, research and cultural activities, and athletics. In the Fall 2025 semester, WashU had 4,744 faculty members and more than 15,000 students from across the

United States. International students make up about 11 percent of the University's enrollment.^{21,22} WashU is an R1 University, awarding doctoral degrees and performing very high research activity.²³ SLU is an R2 institution, with more than 13,500 students and more than 2,000 faculty members.²⁴ SLU participates in NCAA Division 1 athletics and fields a total of 16 women's and men's teams. Both universities are large employers.

Table 8 shows the top 25 employers in the St. Louis MSA and an estimate of local jobs held by those organizations as of Q2 2026. These top employers are in diverse industries, ranging from aerospace to financial services to education.

²¹ Washington University in St. Louis, "University Facts," <https://wustl.edu/about/university-facts/>.

²² Washington University in St. Louis, "Student Enrollment," <https://registrar.wustl.edu/student-information-systems/student-enrollment-and-graduation-statistics/enrollment-graduation-data/>.

²³ "Carnegie Classification of Institutions of Higher Education," https://carnegieclassifications.acenet.edu/classification_descriptions/basic.php. An R1 institution awards doctoral degrees and has "very high research activity." An R2 institution awards doctoral degrees and has a "high level of research activity."

²⁴ "Saint Louis University," <https://www.slu.edu/>.

Table 8 | Top 25 Employers in St. Louis MSA, Q2 2026

Rank	Company	Description	Employees
1	BJC Healthcare	Healthcare provider	34,000
2	Washington University in St. Louis	Private research university	22,003
3	Boeing	Aerospace company	18,000
4	SSM Health Medical Group	Physician network	17,500
5	Mercy	Health system	15,736
6	Scott AFB	U.S. military base	13,000
7	WashU Medicine Physicians	Physician network	9,275*
8	Schnuck Markets, Inc.	Grocer	8,526
9	Archdiocese of St. Louis	Roman Catholic archdiocese	8,500
10	City of St. Louis	Government	6,495
11	World Wide Technology	Technology reseller	6,281
12	Special School District of St. Louis County	Education provider	5,875**
13	Edward Jones	Financial advisor	5,800
14	Enterprise Mobility	Car rental company	5,200***
15	Ameren Corp.	Electric and natural gas company	5,011
16	St. Louis County	Government	4,187
17	Rockwood School District	Public school district	4,022
18	Gateway Region YMCA	Youth nonprofit organization	3,700
19	Saint Louis University	Private Catholic university	3,447
20	Dierbergs Markets	Grocer	3,200
21	West Star Aviation	Maintenance, repair, and overhaul provider	3,000
22	University of Missouri-St. Louis	Public research university	2,606
23	MilliporeSigma	Life sciences consultant	2,472
24	Delmar Gardens Enterprises	Nursing and retirement center operator	2,404
25	Southern Illinois University Edwardsville	Public research university	2,400

Sources: St. Louis Business Journal and Unison Consulting, Inc.

Data as of June 2026. (*) denotes data is current as of Q2 2025, (**) denotes data is current as of Q3 2025, and (***) denotes data is current as of Q1 2026.

The St. Louis MSA is home to several corporate headquarters. Corporate headquarters typically house the key decision-makers in companies and generate business demand for air travel. Some large companies headquartered in the St. Louis MSA are listed in Table 9 (largest public companies) and Table 10 (largest privately held companies).

The 25 largest public companies in the St. Louis MSA represent a wide range of industries, including financial services, electronics, utilities, and securities, among others. Twelve of them are Fortune 1000 companies. Many of the largest privately held companies in the St. Louis MSA also belong to the Forbes 2026 list of largest privately held companies. Examples include Enterprise Holdings, Worldwide Technology, Edward Jones, and Graybar Electric Co. These companies further diversify the regional economy.

Table 9 | Largest Public Companies in the St. Louis MSA, 2025

Rank	Company	2024 Revenue (\$ M)
1	Centene Corp.*	163,071
2	Anheuser-Busch	59,770
3	Bunge	53,108
4	Reinsurance Group*	22,107
5	Emerson*	17,492
6	Post Holdings Inc.*	7,923
7	Ameren Corp.*	7,623
8	Core & Main Inc.*	7,441
9	Olin Corp.*	6,540
10	Amdocs Ltd.	5,005
11	Stifel Financial Corp.*	4,970
12	Peabody Energy Corp.*	4,237
13	Advantage Solutions Inc.*	3,566
14	Energizer Holdings Inc.*	2,887
15	Caleres Inc.*	2,723
16	Spire Inc.	2,593
17	Belden Inc.*	2,461
18	BellRing Brands Inc.	1,996
19	Mallinckrodt Pharmaceuticals	1,980
20	Commerce Bancshares Inc.	1,656
21	Enterprise Financial Services Corp.	638
22	Build-A-Bear Workshop Inc.	496
23	FutureFuel Corp.	243
24	Cass Information Systems Inc.	199
25	Nerdy Inc.	190

Sources: St. Louis Business Journal, Fortune, and Unison Consulting, Inc.

(*) denotes Fortune 1000 company..

Companies are locally based.

Table 10 | Largest Privately Held Companies in the St. Louis MSA, 2025

Rank	Company	2024 Revenue (\$ M)
1	Enterprise Mobility	38,000
2	World Wide Technology	20,000
3	Edward D. Jones & Co. LP*	16,257
4	Graybar Electric Co. Inc.*	11,646
5	Dot Foods Inc.	11,400
6	McCarthy Holdings Inc.	7,118
7	ARCO Construction Co.	5,197
8	Copeland	4,700
9	Prairie Farms Dairy Inc.	4,690
10	Alberici Corp.	4,452
11	Barry-Wehmiller Group	3,600
12	Schnuck Markets Inc.	3,100
13	Bommarito Automotive Group	2,965
14	TricorBraun	2,350
15	CCA Global Partners Inc.	2,130
16	Alter Trading Corp.	1,811
17	ArchKey Solutions	1,700
18	MTM Inc.	1,390
19	Brinkmann Constructors	1,377
20	Fabick Cat	1,376
21	Maritz	1,368
22	Harbour Group	1,300
23	Paric Holdings Group	1,046
24	Lou Fusz Automotive Network Inc.	1,035
25	HBM Holdings	1,000

Sources: St. Louis Business Journal and Unison Consulting, Inc.

The reported revenues are for 2024.

(*) denotes Fortune 1000 company.

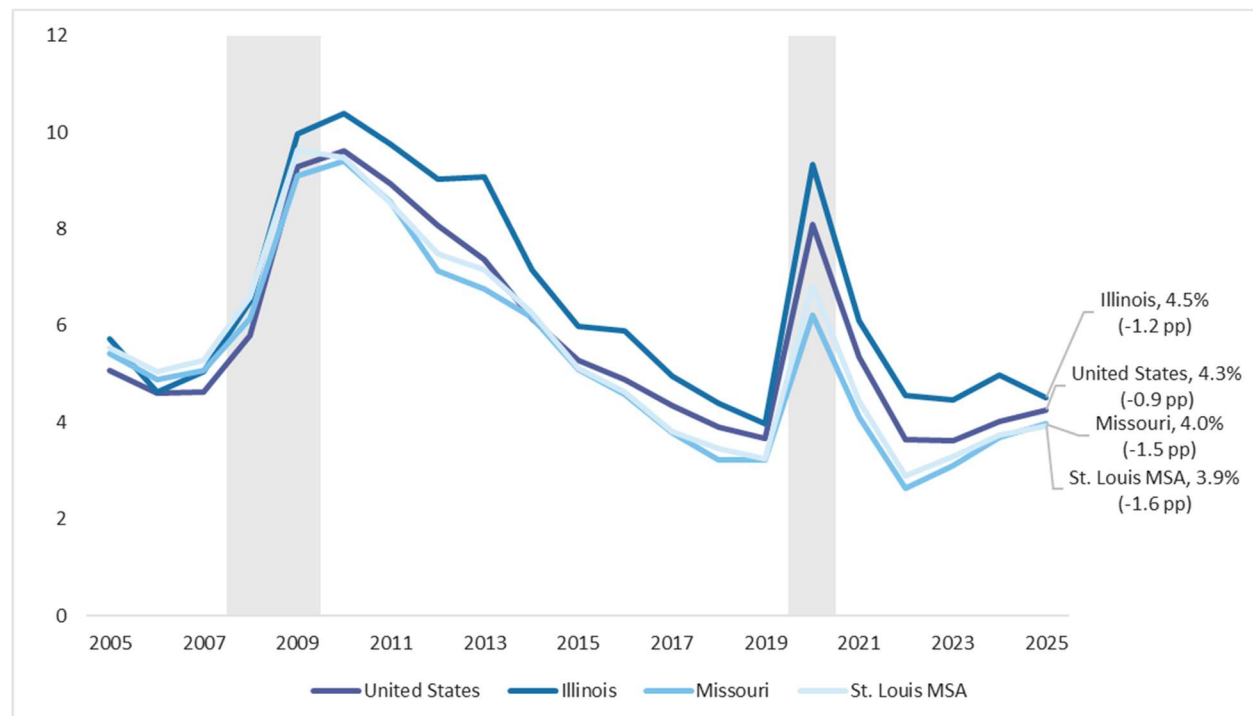
The diversity of the regional economy contributes to the stability of air travel demand. Major employment sectors—including healthcare, advanced manufacturing, aerospace, financial services, education, logistics, and professional services—generate a broad mix of business and leisure travel. This diversified employment base also reduces the Airport's dependence on the performance of any single industry, supporting more resilient long-term passenger demand.

Unemployment

The unemployment rate represents the share of unemployed members of the labor force (those 16 years and older who are either employed or unemployed and actively looking for work). It provides a measure of unmet demand for jobs. High levels of unemployment imply lower incomes and less discretionary income for travel. As with employment, the unemployment rate follows business cycles (Figure 21).

Unemployment rose during the Great Recession to a peak of more than 9 percent in the United States, Missouri, Illinois, and the St. Louis MSA. It then declined during the subsequent expansion and by 2019 had fallen below 4 percent in all three regions, indicating an economy operating at full employment.²⁵ In 2020, amid the business lockdowns during the COVID-19 pandemic, unemployment spiked to an annual average of 8.1 percent in the United States and 9.3 percent in Illinois, but only 6.2 percent in Missouri and 6.9 percent in the St. Louis MSA. Recovery was fast. By 2025, the annual average stood at 3.9 percent in the St. Louis MSA, 4 percent in Missouri, 4.3 percent in Illinois, and 4.5 percent nationally.

Figure 21 | Unemployment Rate (Percent), 2005-2025



Sources: U.S. Census Bureau and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

²⁵ Full employment generally is implied when unemployment rates are between 4.1 and 4.7 percent. More accurately, full employment is conceptual and refers to a state where “...the unemployment rate equals the nonaccelerating inflation rate of unemployment, no cyclical unemployment exists, and GDP is at its potential.” Sources: (1) C. Cook, “Full Employment,” Bloomberg, 2016. (2) Bureau of Labor Statistics, “Full Employment: an assumption within BLS projections,” 2017.

2.3.3 | Tourism

Tourism is considered a “basic” economic activity and a key driver of economic growth. It brings “new” money to a region from visitor spending on food, lodging, recreation, and other services provided by local businesses.²⁶

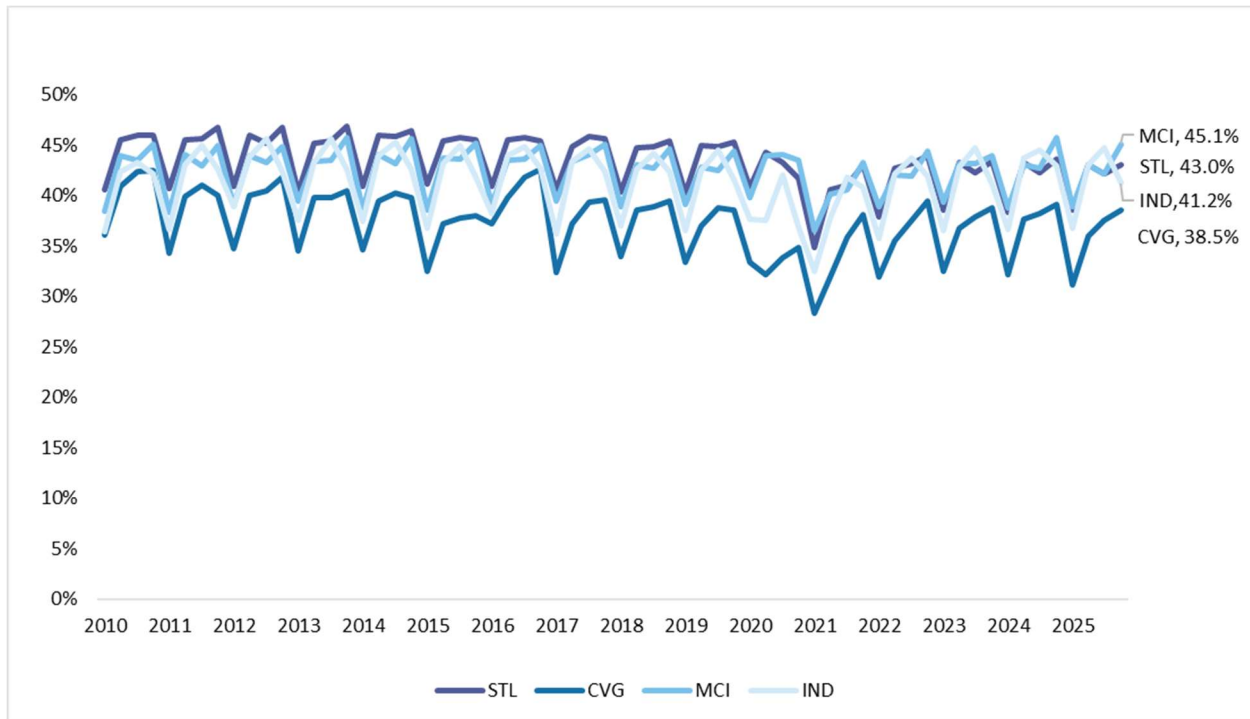
Tourism is a significant component of the St. Louis MSA’s economy, as it provides tens of thousands of jobs in the region, contributes billions of dollars in wages, and is a major source of tax revenue for state and local governments. Visitation and spending reached record highs in St. Louis in 2025, as St. Louis welcomed 24.1 million visitors.²⁷ Spending from visitors reached \$4.6 billion in 2025, providing jobs for 42,000 workers in the region, \$2.3 billion in wages, and \$1.1 billion in local, state, and federal tax revenue.

Overall, since 2010, STL has seen a decline in the share of enplanements by visitors (Figure 22), from 44.7 percent in 2010 to 43 percent in 2025. Conversely, the residents’ share of enplanements increased from 55.3 percent in 2010 to 57 percent in 2025. This trend is similar to that at several other airports in the Midwest, including Indianapolis (IND), Kansas City (MCI), and Cincinnati (CVG). Outbound travel by residents, which depends largely on local demographic and economic conditions, has been driving enplanement growth. The recovery of tourist visits utilizing air transportation will boost passenger traffic at STL.

²⁶ In regional economic development theory, “basic” industries are those that generate revenue from customers from outside the region, thus bringing “new money” into the region.

²⁷ Explore St. Louis, “Explore St. Louis at a Glance”. <https://explorestlouis.com/about-us/>, accessed July 26, 2026.

Figure 22 | Visitor Share of O&D Enplanements, 2010-2025



Sources: U.S. Bureau of Transportation Statistics and Unison Consulting, Inc.
Gray areas indicate economic recession periods.

Tourism represents an important source of passenger demand for STL. The St. Louis region benefits from a diverse mix of leisure attractions, professional sports, conventions, cultural institutions, and business meetings that attract visitors throughout the year. This diversity helps moderate seasonal fluctuations in visitor activity while supporting demand for both domestic and international air service.

Attractions

St. Louis features several attractions that draw visitors to the city. These include sites such as Forest Park, which is one of the largest urban parks in the United States, bringing together the St. Louis Zoo, the World's Fair Pavilion, museums, and other recreational sites; Ballpark Village, which includes Busch Stadium, home to the St. Louis Cardinals, as well as bars, restaurants, hotels, and the Cardinals Hall of Fame Museum; the iconic Gateway Arch, which sits along the Mississippi River along the border between Missouri and Illinois. Table 11 lists the top ten visitor attractions in St. Louis and the number of visitors that each attraction drew in 2025.

Table 11 | Top Ten Visitor Attractions in St. Louis, 2025

2025 Rank	Attraction	Yearly Visitors (000)
1	Forest Park	15,500
2	Ballpark Village	5,000
3	St. Louis Zoo	2,645
4	Gateway Arch National Park	2,209
5	Missouri Botanical Garden	1,044
6	Delmar Loop	1,000
	Tower Grove Park	1,000
8	World Wide Technology Raceway	800
9	St. Louis Science Center	637
10	City Museum	560

Sources: St. Louis Business Journal and Unison Consulting, Inc.

Events and Conventions

America's Center is the main convention complex in St. Louis MSA, located in the heart of Downtown St. Louis. It can hold up to 34,000 attendees in a banquet-style seating layout or 67,000 in a stadium seating configuration. America's Center features two convention centers: The Dome, a multi-purpose stadium for concerts, sporting events, and large conventions; and the Ferrara Theater, a performing arts theater with a 1,400-seat capacity. In 2025, convention activity at America's Center led to 248,000 room nights booked, which was a 47 percent increase from 2024.²⁸ In 2026, major sporting organizations such as the U.S. Figure Skating Association and the NCAA hosted events in St. Louis, while several religious organizations have selected St. Louis as the host city for their largest conferences and gatherings. Table 12 lists select major conventions and events hosted in St. Louis in 2026, along with the estimated (or projected) attendances at each event.

²⁸ St. Louis Business Journal, "St. Louis convention activity surged 47% in 2025, but faces slowdown ahead", accessed July 26, 2026. <https://www.bizjournals.com/stlouis/news/2026/01/22/convention-activity-2025-explore-st-louis.html>

Table 12 | List of Major Conventions and Events in St. Louis, 2026

Convention/Event Organizer	Convention/Event Name	Begin	End	Estimated Attendance
U.S. Figure Skating Association	2026 U.S. Figure Skating Championships	January 4, 2026	January 11, 2026	60,000
United Rentals, Inc.	United Rentals Annual Meeting 2026	January 5, 2026	January 14, 2026	3,000
Capitol Sports Center, Inc.	Dennis Lafata Gateway Bid Classic 2026	February 7, 2026	February 9, 2026	6,000
Capitol Sports Center, Inc.	Presidents Weekend Tournament	February 14, 2026	February 16, 2026	10,000
American Contract Bridge League, Inc.	2026 Spring North American Bridge Championships	February 27, 2026	March 8, 2026	3,800
Missouri Valley Conference	2026 MVC Men's Basketball Tournament	March 5, 2026	March 8, 2026	35,000
Capitol Sports Center, Inc.	Midwest Volleyball Qualifiers	March 13, 2026	March 22, 2026	28,000
National Collegiate Athletic Association	NCAA Men's Basketball Tournament, Round I and Round II Matches	March 20, 2026	March 22, 2026	1,800
Transworld Trade Shows LLC	2026 Halloween Costume Party & Attraction Show	March 22, 2026	March 30, 2026	8,000
St. Louis Scott Gallagher	SLSG Girls Spring Classic	April 16, 2026	April 19, 2026	6,200
Robotics Education & Competition Foundation	2026 VEX World Robotics Championships	April 22, 2026	May 3, 2026	15,000
National Association of Credit Management	NACM Credit Congress & Expo 2026	June 4, 2026	June 11, 2026	1,300
American Society of Health-System Pharmacists	ASHP Pharmacy Futures 2026	June 10, 2026	June 19, 2026	1,500
National Baptist Convention	2026 Congress	June 17, 2026	June 23, 2026	20,000
Barbershop Harmony Society	2026 International Convention	June 28, 2026	July 5, 2026	6,000
General Council of the Assemblies of God	2026 National Youth Conference and Fine Arts Festival	July 24, 2026	August 1, 2026	12,000
International Association for Identification	International Educational Conference 2026	August 15, 2026	August 21, 2026	1,200
GalaxyCon LLC	GalaxyCon 2026	October 22, 2026	October 25, 2026	15,000
Bands of America/Music for All	Super Regional	October 23, 2026	October 24, 2026	10,000
Church of God in Christ	2026 Holy Convocation	October 29, 2026	November 12, 2026	35,000
International Conference on Missions	ICOM Annual 2026	November 10, 2026	November 15, 2026	6,500
Gateway Dirt Nationals	2026 Gateway Dirt Nationals	December 3, 2026	December 5, 2026	40,000

Sources: Explore St. Louis, St. Louis Business Journal, and Unison Consulting, Inc.

Events sorted by start date.

2.4 | Macroeconomic Environment

National economic conditions play an important role in determining demand for commercial air travel. Growth in real GDP, employment, personal income, and business investment generally supports passenger traffic, while recessions, elevated inflation, high interest rates, and declining consumer confidence can reduce discretionary travel and business activity. The U.S. economy has shown remarkable resilience and strength amid recent policy changes under the current administration—including increased tariffs and federal restructuring—that have heightened uncertainty and introduced downside risks. Although economic growth is expected to moderate following the rapid expansion of recent years, the long-term outlook remains positive, supported by continued productivity gains, technological innovation, infrastructure investment, and resilient labor market conditions.

2.4.1 | U.S. Real Gross Domestic Product

The U.S. economy has shifted from a strong post-pandemic recovery to a more sustainable, moderate growth path (Figure 23). After a 2.1 percent decline in 2020 due to COVID-19 lockdowns and travel restrictions, real GDP jumped by 6.2 percent in 2021—the highest annual growth rate since 1984.

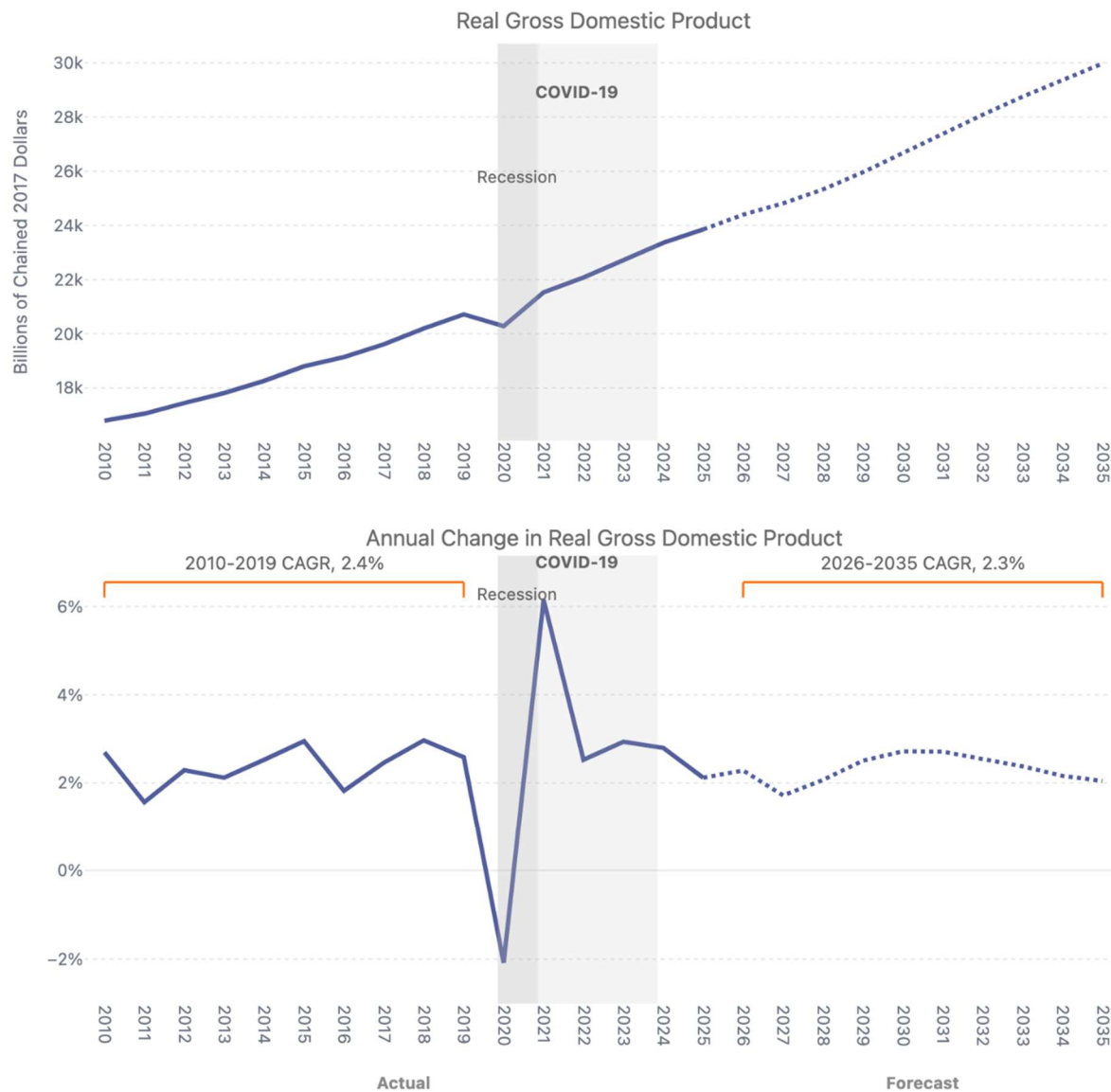
Over the next three years, through the end of the COVID-19 pandemic, the U.S. economy continued to expand at rates above the pre-pandemic average (2.4 percent), despite challenges such as the COVID-19 resurgence, supply-chain disruptions, labor market constraints, the diminishing effects of fiscal stimulus, high inflation, and elevated interest rates. Strong consumer spending continued to propel the U.S. economy forward.

In 2025, the U.S. economy remained solid, but growth slowed amid significant policy shifts, which were further magnified by ongoing uncertainty surrounding the U.S. administration's policy implementation, particularly regarding tariffs. On an annual basis, real GDP increased 2.1 percent in 2025, compared with an increase of 2.8 percent in 2024. Consumer spending and investment primarily drove the increase in real GDP in 2025.²⁹

The US economy is projected to grow over the 10-year period from 2026 through 2035 at a slightly lower annual average rate (2.3 percent) than the pre-pandemic trend (2.4 percent), based on Moody's Analytics' U.S. real GDP forecast as of April 2026 (Figure 23).

²⁹ U.S. Bureau of Economic Analysis, "GDP (Second Estimate), 4th Quarter and Year 2025," *News Release*, March 13, 2026, <https://www.bea.gov/news/2026/gdp-second-estimate-4th-quarter-and-year-2025>.

Figure 23 | U.S. Real GDP, 2010-2035



2.4.2 | Challenges

The U.S. economy faces headwinds from several significant factors.

- **Immigration policy:** Sharply lower net immigration is weighing heavily on labor supply and demand and is expected to slow economic growth. Reduced net migration will underpin wages in sectors heavily reliant on immigrant workers (such as farming, construction, health services), further fueling inflation.
- **Tariffs:** Tariffs are expected to push inflation higher and weigh on consumer purchasing power.
- **Federal Government Uncertainty:** Ongoing federal government uncertainty and shutdowns further cloud the outlook.
- **Consumer Strain:** Higher tariffs, combined with slowing real disposable income growth, elevated borrowing costs, and resurgent student loan burdens, are placing strain on households and reinforcing a cautious economic outlook. Weaker disposable income growth is expected to weigh on household spending. In addition, rising inflation continues to erode consumer buying power, and many lower- and middle-income households have begun to cut back on discretionary spending.
- **Labor Market:** Employment growth has slowed due to diminished labor supply and softening labor demand. Unemployment rates have risen from post-pandemic lows.
- **Inflation:** Inflation is rising, up from around 2.4 percent in February 2026 to 4.2 percent in May 2026, based on the headline consumer price index. Geopolitical tensions, including the ongoing Russia-Ukraine War and the more recent United States-Iran War, disrupt the world oil supply and contribute to inflation.³⁰
- **Global Economic Slowdown:** The global economy is expected to decelerate due to trade policy uncertainty, tighter financial conditions, and diminished confidence. Core inflation will likely remain persistent, and potential trade disruptions and financial market volatility present significant downside risks.^{31, 32}

Although these challenges could temporarily moderate economic growth and passenger demand, they are not expected to alter the long-term relationship between economic activity and air travel.

³⁰ U.S. Bureau of Labor Statistics, “Consumer prices up 3.0 percent from September 2024 to September 2025,” *TED: The Economics Daily*, November 19, 2025, <https://www.bls.gov/opub/ted/2025/consumer-prices-up-3-0-percent-from-september-2024-to-september-2025.htm>.

³¹ OECD, “Global economic outlook shifts as trade policy uncertainty weakens growth,” *Press Release*, June 3, 2025, <https://www.oecd.org/en/about/news/press-releases/2025/06/global-economic-outlook-shifts-as-trade-policy-uncertainty-weakens-growth.html>.

³² World Bank, *Global Economic Prospects*, June 2025, <https://www.worldbank.org/en/publication/global-economic-prospects>.

The forecast presented in this Report incorporates current expectations regarding these factors while recognizing that actual economic conditions may differ from current projections.

2.4.3 | Opportunities

Positive drivers supporting the economy include robust business investment, especially in high-tech sectors, resilient consumer spending, and fiscal stimulus.

- **High-Tech Business Investment:** Strong business investment spending, particularly in intellectual property products (like software) and equipment, has been a significant tailwind for the U.S. economy. This momentum has been notable because it has persisted despite elevated borrowing costs, policy uncertainty, and a more volatile trade-policy environment. However, part of the recent surge may reflect firms accelerating technology and equipment purchases ahead of tariff-related cost increases and legal uncertainty following the Supreme Court’s ruling that IEEPA does not authorize the President to impose tariffs.
- **AI-Related Investment:** The surge in demand for AI tools is a key factor, with sizable increases observed for investment in computers, electronics, and software. This AI-related investment is expected to remain robust, driving business investment growth in the years to come.
- **Consumer Resilience:** Resilient consumer spending continues to provide short-term support, driving better-than-expected economic activity.

Continued advances in technology, including artificial intelligence, infrastructure investment, improving productivity, resilient consumer spending, and easing inflation, provide opportunities for sustained economic growth over the long term. These favorable macroeconomic trends support the long-term outlook for business activity, household income, and demand for commercial air travel.

2.5 | Summary

The demographic and economic characteristics of the St. Louis metropolitan area provide a stable foundation for long-term commercial aviation demand at STL. Although regional population growth is expected to remain modest, the metropolitan area benefits from a diversified economy, relatively high educational attainment, increasing household incomes, an expanding foreign-born population, and a broad mix of industries that generate both business and leisure travel. Tourism, healthcare, aerospace, advanced manufacturing, logistics, higher education, and professional services collectively support a diverse and resilient demand base for commercial air transportation.

National economic conditions remain an important determinant of passenger traffic. While inflation, interest rates, trade policy, labor market conditions, and geopolitical developments may create short-term uncertainty, the long-term outlook for the U.S. economy remains favorable. Continued growth in productivity, technological innovation, infrastructure investment, and consumer spending should support future demand for air travel. Together, these regional and national economic factors provide the foundation for the commercial aviation forecasts presented in Section 3.

SECTION 3 | COMMERCIAL AVIATION ACTIVITY

This section evaluates the commercial aviation activity that supports the Airport's operating revenues and long-term financial performance. It reviews the historical evolution of passenger traffic, airline service, air cargo activity, and aircraft operations, examines the Airport's competitive position within the regional and national aviation systems, and presents forecasts of future commercial aviation activity through the forecast period. The analysis integrates historical airport activity, airline schedules, regional demographic and economic trends, and national aviation industry conditions to develop forecasts of passenger traffic, aircraft operations, and landed weight.

The Airport's activity reflects both underlying demand for air travel within the St. Louis metropolitan area and airline decisions regarding capacity deployment, aircraft size, and network strategy. Consequently, the forecast considers both demand-side factors, including income, employment, and airfares, and supply-side factors such as airline schedules, fleet availability, load factors, and industry conditions. The section concludes with a discussion of the principal risks and uncertainties that could cause actual results to differ from the forecast.

Annual data are presented by STL's fiscal year, which ends on June 30, unless stated otherwise.

3.1 | Air Carriers

11 mainline passenger airlines and 6 cargo airlines have provided service at STL during FY2026 (Table 13). The largest among STL's active passenger airlines are Southwest Airlines, American Airlines, Delta Air Lines, and United Airlines. Of them, all but Southwest utilize regional affiliate airlines, including Republic Airways, SkyWest Airlines, Envoy Air, PSA Airlines, Pinnacle, Air Wisconsin, Piedmont, GoJet, and Commute Air.

Recent developments include the addition of a new foreign flag carrier, British Airways, which began flights between St. Louis and London as of April 2026. On the other hand, affiliate airline Avelo and cargo airline Atlas Air both ended service at STL during FY2025. Additionally, mainline carrier Spirit also ended service during FY2026, having completely shut down on May 2, 2026, after multiple bankruptcies. Spirit only made up 0.5 percent of STL's total enplanements in FY2025, so its shutdown is not expected to significantly impact the Airport's overall aviation activity.

Table 13 | Air Carriers Operating at STL, FY2019-2026

Airline Service Providers at STL, by Fiscal Year								
Airline	2019	2020	2021	2022	2023	2024	2025	2026
Alaska Airlines ⁵	•	•	•	•	•	•	•	•
American Airlines ^{1,5}	•	•	•	•	•	•	•	•
British Airways ⁵								•
Delta Air Lines ^{2,5}	•	•	•	•	•	•	•	•
Frontier Airlines Inc. ⁵	•	•	•	•	•	•	•	•
Southwest Airlines ⁵	•	•	•	•	•	•	•	•
United Airlines ^{3,5}	•	•	•	•	•	•	•	•
Sun Country Airlines	•	•	•	•		•	•	•
Air Canada ^{4,5}		•		•	•	•	•	•
Lufthansa ⁵				•	•	•	•	•
Southern Airways Express				•	•	•	•	•
Airlines formerly but not currently serving STL								
Spirit Airlines ⁶			•	•	•	•	•	•
Avelo						•	•	
Cape Air	•	•	•	•	•	•		
Viva Aerobus				•	•			
Air Choice One	•	•	•	•				
Contour Airlines	•	•	•	•				
Boutique Air			•	•				
Cargo Airlines	2019	2020	2021	2022	2023	2024	2025	2026
Federal Express ⁵	•	•	•	•	•	•	•	•
United Parcel Service ⁵	•	•	•	•	•	•	•	•
ABX Air Inc.	•	•	•	•	•	•	•	•
Air Transport International				•	•	•	•	•
Sun Country Airlines					•	•	•	•
Kallitta Charters						•	•	•
Cargo airlines formerly but not currently serving STL								
Atlas Air		•	•	•	•	•	•	
DHL		•	•	•	•	•		
Air Exec, Inc.		•	•	•				
Southern Air	•	•						
Northern Air		•						

Source: Airport records.

¹ Currently operated by American Airlines and regional affiliates, Piedmont, PSA Airlines, Republic Airways, Envoy Air, and SkyWest.

² Currently operated by Delta Air Lines and regional affiliates, Pinnacle, Republic, and SkyWest Airlines.

³ Currently operated by United Airlines and regional affiliates, Republic Airways, Mesa Airlines, SkyWest, Commute Air, GoJet.

⁴ Currently operated by Air Canada and Jazz Air

⁵ Designates airlines with Airport Use and Lease Agreements.

⁶ Spirit Airlines shut down as of May 2, 2026.

3.2 | Major Developments Affecting the U.S. Airline Industry

Changes in the U.S. business cycle have historically influenced passenger traffic growth. Demand for air travel generally increases during economic expansions and moderates during recessions.

Passenger traffic has also been affected by major airline network changes and extraordinary events, including the September 11, 2001, terrorist attacks, periods of elevated fuel prices, and the COVID-19 pandemic.

The U.S. airline industry has undergone a significant structural transformation since the Airline Deregulation Act of 1978 removed federal control over fares, routes, and market entry.

Deregulation stimulated competition, expanded route networks, lowered average airfares, and encouraged the development of hub-and-spoke systems. During the 1980s and 1990s, industry growth was supported by the emergence of low-cost carriers, advances in aircraft technology, the expansion of global airline alliances, widespread adoption of internet-based ticket distribution, and a prolonged period of economic expansion.

The 2000s were characterized by several major disruptions, including the 2001 recession, the September 11 terrorist attacks, record fuel prices, and the Great Recession. These events placed significant financial pressure on airlines, leading to bankruptcies, mergers, capacity reductions, and broad industry restructuring. During the 2010s, the industry consolidated around four large network carriers—American, Delta, Southwest, and United—which today account for the majority of U.S. domestic passenger traffic. Airlines simultaneously improved profitability through fleet modernization, higher aircraft utilization, sophisticated revenue management, ancillary revenues, and more disciplined capacity planning.

The COVID-19 pandemic produced the most severe disruption in the history of commercial aviation. Passenger demand declined abruptly in 2020 before recovering over the following several years. By 2025, however, the U.S. airline industry had largely recovered, with domestic passenger traffic exceeding pre-pandemic levels at many airports. Consequently, future traffic growth is expected to be driven primarily by economic fundamentals, airline capacity decisions, and long-term industry trends rather than continued recovery from the pandemic.

The industry has now entered a new operating environment characterized by robust passenger demand but constrained capacity growth. Airlines continue to experience strong demand for leisure travel, while business and international travel have largely stabilized. At the same time, aircraft production delays, supply chain disruptions, shortages of engines and replacement parts, and maintenance backlogs have limited fleet expansion and delayed new aircraft deliveries. These supply constraints have caused airlines to allocate aircraft carefully, emphasizing routes and markets with the strongest financial performance.

Airline profitability has generally improved since the pandemic despite continued cost pressures. Labor expenses, maintenance costs, airport charges, and aircraft ownership costs remain above historical levels, while airlines continue investing in fleet renewal, digital technologies, premium products, and operational reliability. Capacity discipline has generally supported healthy passenger load factors and improved financial performance across much of the industry.

Airline profitability has been buoyed by higher fares and resilient demand for premium and luxury travel, which is outpacing sales in economy class. This trend reflects the uneven growth within the U.S. economy (K-shaped economy), where higher earners and older Americans have seen gains in the value of their financial assets and homes, while lower earners and younger individuals have experienced slower wage growth and higher unemployment rates.

Network strategies also continue to evolve. Airlines regularly adjust schedules, aircraft gauge, frequencies, and route networks in response to changing passenger demand, competitive conditions, and fleet availability. Network carriers continue strengthening their hub operations while selectively expanding service in large origin-and-destination markets. Low-cost and ultra-low-cost carriers continue to reshape competitive dynamics by selectively entering and exiting markets to improve profitability.

The operating environment also faces several emerging challenges. Aircraft delivery delays, shortages of qualified pilots, mechanics, and air traffic controllers, aging air traffic control infrastructure, geopolitical conflicts, fuel price volatility, and evolving federal trade and immigration policies have increased uncertainty regarding airline operating costs and future capacity growth. While these factors may influence the pace of future passenger growth, they also reinforce airlines' emphasis on disciplined capacity management and financially sustainable network planning.

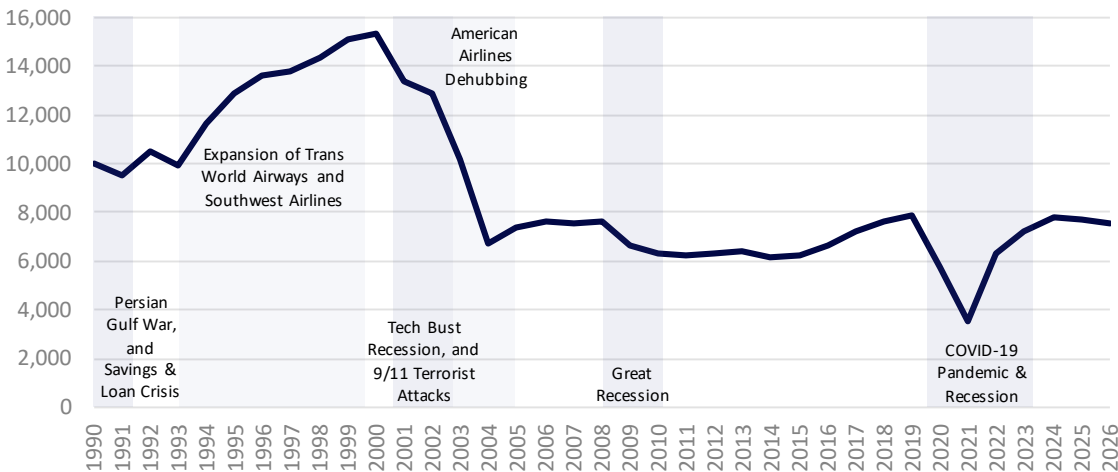
For STL, these industry developments present both opportunities and challenges. The Airport benefits from a diversified portfolio of network, low-cost, and international carriers, a predominantly origin-and-destination passenger base, and recent expansion of international service, including new nonstop service to London and increased European connectivity. Although future airline schedules will continue to evolve as industry conditions change, STL's diversified airline service, competitive operating costs, and strong regional market position provide a solid foundation for the passenger traffic forecasts presented in this Report.

3.3 | Historical Enplanement Trends at STL

Historical passenger traffic trends provide important context for evaluating the Airport's current market position and future growth potential. Over the past four decades, STL's passenger traffic has reflected national economic cycles, changes in airline industry structure, evolving airline network strategies, and regional economic conditions. Historically, STL experienced more pronounced changes in passenger traffic than the national level due to significant shifts in airline network strategies. More recently, passenger activity has transitioned from recovery following the COVID-19 pandemic to a period characterized by normalized demand growth, expanding airline service, and continued network optimization.

Figure 24 illustrates STL's annual enplanement trends since 1990. Passenger traffic generally increased through the 1990s before declining in the early 2000s due to the September 11 terrorist attacks, the U.S. recession, and the restructuring of the former Trans World Airlines hub following its acquisition by American Airlines. Traffic declined further during the Great Recession before stabilizing throughout much of the 2010s as the Airport increasingly served a predominantly O&D passenger market

Figure 24 | STL Annual Enplanements (1,000s), FY1990-2026



Source: Airport records.

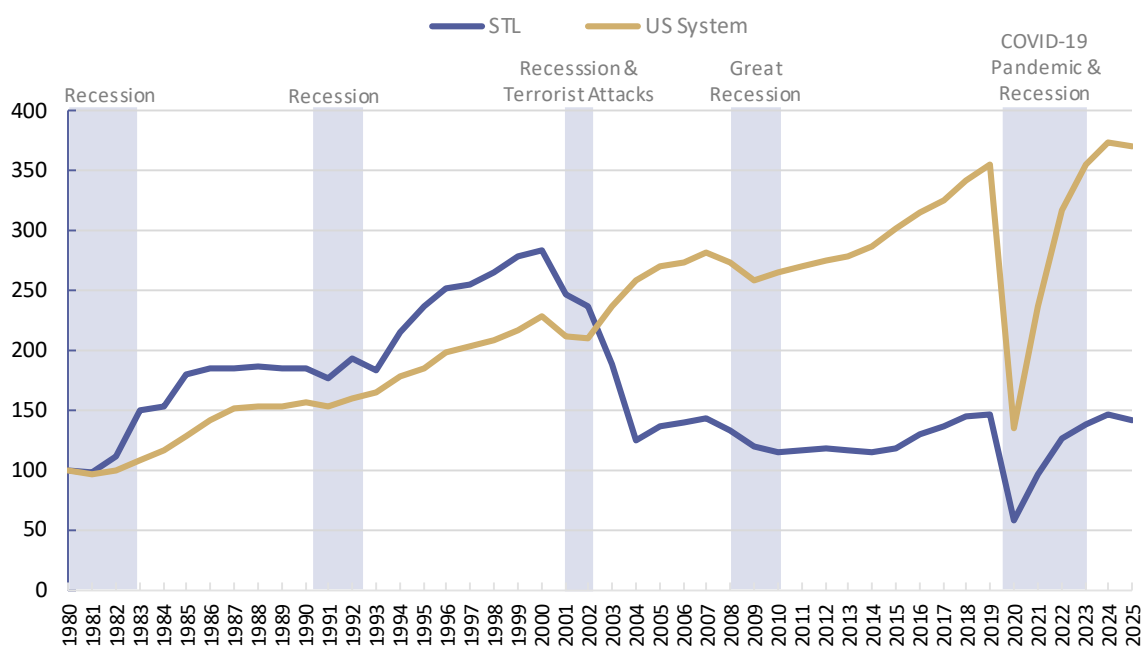
Like nearly all U.S. airports, STL experienced an unprecedented decline in passenger traffic during 2020. Since then, passenger activity has recovered steadily, supported by strong leisure travel demand, expanding airline capacity, improving business travel, and continued economic growth. By FY2026, passenger traffic had largely recovered and entered a new phase of long-term growth, driven primarily by regional demand and airline network development rather than recovery effects. Enplanements recovered to 7.8 million in FY2024 but plateaued at 7.7 million in FY2025. FY2026 shows a further 2.6 percent decline from the year prior, at roughly 7.5 million.

3.3.1 | Airport and U.S. System Enplanements

Figure 25 compares annual enplanement trends at STL with those of the U.S. commercial airport system. Although STL and the national system have generally experienced similar cyclical patterns, the Airport's long-term performance has also reflected local market characteristics and changes in airline network strategies.

The trends at STL demonstrate how much an individual airline can alter an airport's growth trajectory. Enplanement growth at STL outpaced national growth in the 1980s and 1990s due to Trans World Airlines' decisions to establish and expand a connecting hub and, to some extent, Southwest Airlines' decisions to start and expand service at the Airport. Then, in the early 2000s, STL fell sharply behind when American Airlines shut down the connecting hub it took over from Trans World Airlines.

Figure 25 | STL and U.S. System Long-Term Enplanement Growth Index (1980=100), CY1980-2025



Sources: Airport records and U.S. Bureau of Transportation Statistics.

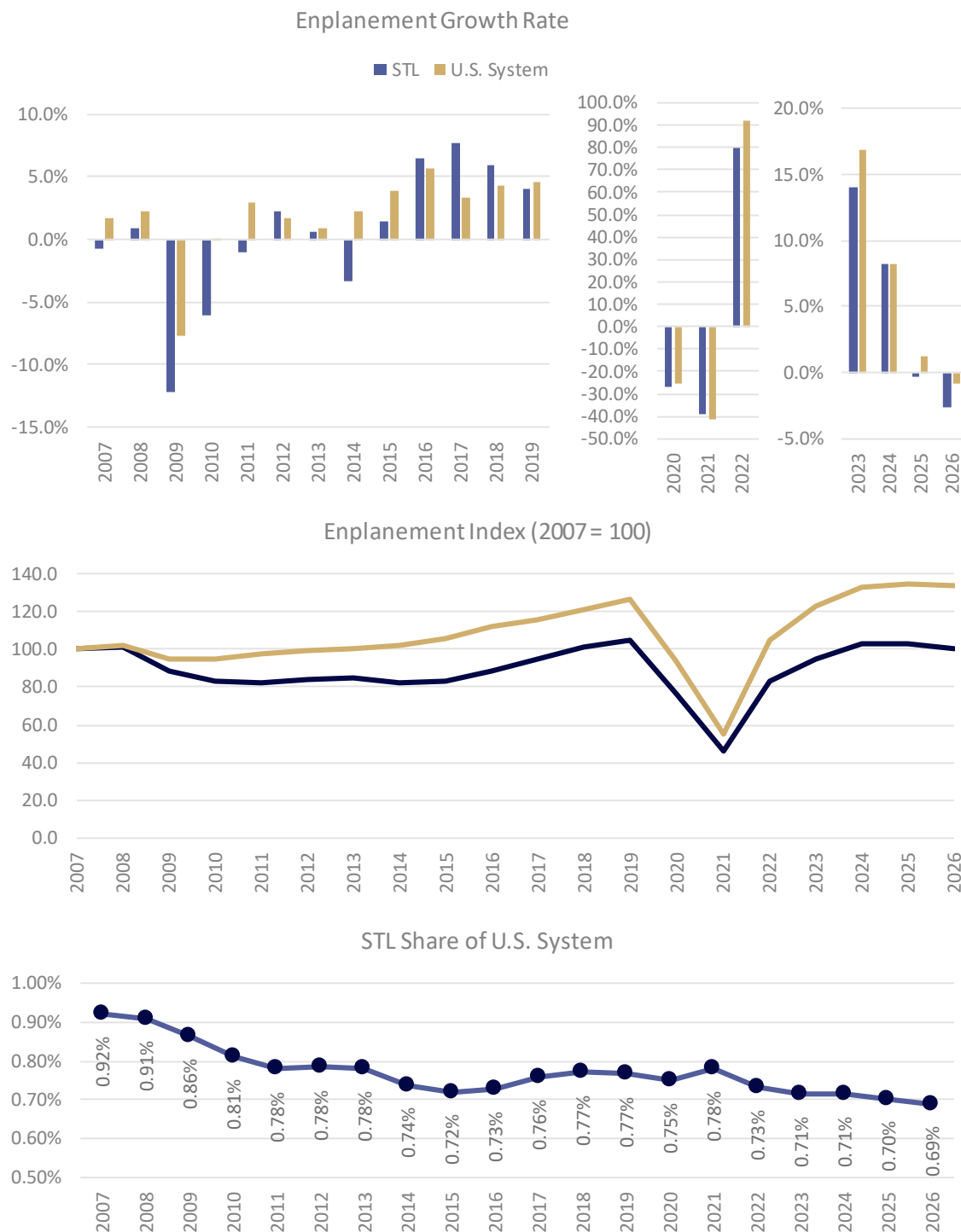
Figure 26 and Table 14 compare STL and U.S. system enplanement trends on a fiscal-year basis from FY2007 to FY2026. By FY2007, American Airlines had already ceased STL hub operations for a few years, and STL's FY2007 enplanement level represents the pre-recession peak after dehubbing. From this point, STL generally followed national trends, though it experienced a steeper decline during the recession and took longer to recover. By FY2019, STL enplanements reached 105 percent of their pre-recession peak level in FY2007, while U.S. total enplanements were already at 126 percent of their FY2007 level.

STL enplanements declined slightly more steeply than the U.S. total when the COVID-19 pandemic broke out. Since FY2021, STL's passenger traffic has recovered broadly in line with, and in some years slightly ahead of, the national system. As the industry's recovery has matured, recent growth has increasingly reflected traditional demand drivers—including regional economic conditions, airline capacity decisions, and service expansion—rather than the lifting of pandemic-related travel restrictions. STL's current traffic trends demonstrate the resiliency of its predominantly origin-and-destination passenger base.

As of FY2026, STL has yet to fully return to FY2019 pre-pandemic levels. The U.S. system, however, has grown by 5.8 percent beyond its FY2019 level as of FY2026. FY2026 data also shows a declining trend both at STL (-2.6 percent) and nationwide (-0.8 percent).

STL's classification changed from a large hub to a medium hub beginning in FY2004, when American Airlines dismantled its connecting hub at STL. The Airport's share of total U.S. enplanements fell below 1 percent, trending slowly down from 0.78 percent in FY2021 to 0.69 percent in FY2026.

Figure 26 | STL and U.S. System Enplanement Growth Trends, FY2007-2026



Sources: Airport records and U.S. Bureau of Transportation Statistics. U.S. system annual totals have been shifted to match STL's fiscal year (starting in July and ending in June).

Table 14 | STL and U.S. System Annual Enplanements, FY2007-2026

FY	STL		U.S. System		STL Share of U.S.
	EP (1,000s)	AGR	EP (1,000s)	AGR	
2007	7,543	-0.8%	818,854	1.8%	0.92%
2008	7,611	0.9%	836,997	2.2%	0.91%
2009	6,684	-12.2%	773,044	-7.6%	0.86%
2010	6,277	-6.1%	773,996	0.1%	0.81%
2011	6,211	-1.0%	797,134	3.0%	0.78%
2012	6,351	2.2%	810,756	1.7%	0.78%
2013	6,386	0.6%	817,853	0.9%	0.78%
2014	6,177	-3.3%	835,947	2.2%	0.74%
2015	6,268	1.5%	868,959	3.9%	0.72%
2016	6,673	6.5%	917,693	5.6%	0.73%
2017	7,187	7.7%	948,014	3.3%	0.76%
2018	7,612	5.9%	988,845	4.3%	0.77%
2019	7,915	4.0%	1,033,409	4.5%	0.77%
2020	5,771	-27.1%	768,957	-25.6%	0.75%
2021	3,505	-39.3%	448,916	-41.6%	0.78%
2022	6,297	79.7%	861,081	91.8%	0.73%
2023	7,183	14.1%	1,006,013	16.8%	0.71%
2024	7,771	8.2%	1,088,411	8.2%	0.71%
2025	7,747	-0.3%	1,102,348	1.3%	0.70%
2026	7,544	-2.6%	1,093,374	-0.8%	0.69%
Compound Annual Growth Rate					
2007-2019		0.4%	2.0%		
2007-2026		0.0%	1.5%		
2010-2019		2.6%	3.3%		
2010-2026		1.2%	2.2%		
2019-2026		-0.7%	0.8%		

Sources: Airport records and U.S. Bureau of Transportation Statistics. U.S. system annual totals have been adjusted to align with STL's fiscal year (which runs from July to June).

3.3.2 | O&D and Connecting Traffic

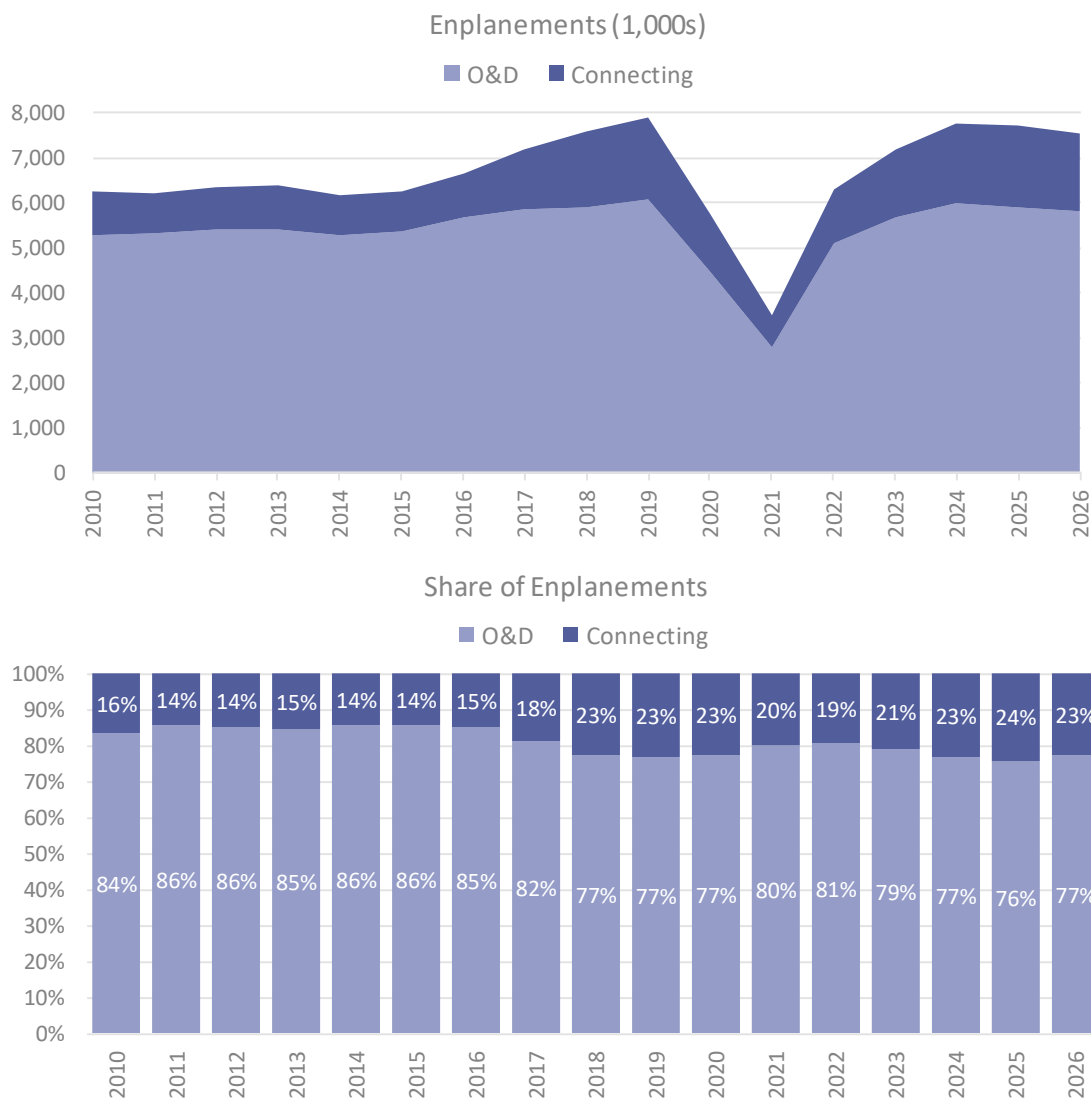
The composition of passenger traffic is an important indicator of an airport's long-term stability. O&D passengers begin or end their trips at STL, while connecting passengers transfer between flights at the Airport.

As shown in Figure 27 and Table 15, STL has evolved into a predominantly O&D airport following the restructuring of its former hub operations. O&D traffic now accounts for most of the annual enplanements, while connecting traffic represents a comparatively small share of passenger activity. The O&D share, however, decreased from an average of at least 85 percent from FY2011

through FY2016 to 77 percent toward the end of the decade. It peaked at 81 percent in 2022 during the COVID-19 pandemic, then fell back to around 76 to 77 percent.

Connecting traffic shrank to its lowest share, 14 percent, in FY2015 but rebounded over the rest of the decade, mostly from Southwest Airlines, which carried about 97 percent of connecting traffic at STL. The connecting share increased to approximately 23 percent by FY2019. It declined further to 19 percent in FY2022 during the pandemic but returned to around 23-24 percent in recent years. FY2026, however, shows a slight decrease in the connecting share to just below 23 percent.

Figure 27 | STL O&D and Connecting Enplanement Trends, FY2007-2026



Source: Airport records.

STL's traffic composition offers several long-term advantages. O&D demand is driven primarily by the size, economic strength, and travel characteristics of the Airport's service area rather than by airline hub strategies. The small share of connecting traffic limits STL's vulnerability to changes in airline connecting networks.

Table 15 | STL O&D and Connecting Enplanements and Shares, FY2007-2026

FY	O&D		Connecting		Total
	EP (1,000s)	Share	EP (1,000s)	Share	EP (1,000s)
2007	5,741	76.1%	1,803	23.9%	7,543
2008	5,849	76.8%	1,762	23.2%	7,611
2009	5,361	80.2%	1,323	19.8%	6,684
2010	5,260	83.8%	1,016	16.2%	6,277
2011	5,341	86.0%	870	14.0%	6,211
2012	5,430	85.5%	920	14.5%	6,351
2013	5,411	84.7%	975	15.3%	6,386
2014	5,294	85.7%	883	14.3%	6,177
2015	5,393	86.1%	874	13.9%	6,268
2016	5,696	85.4%	976	14.6%	6,673
2017	5,859	81.5%	1,328	18.5%	7,187
2018	5,894	77.4%	1,719	22.6%	7,612
2019	6,080	76.8%	1,836	23.2%	7,915
2020	4,463	77.3%	1,307	22.7%	5,771
2021	2,808	80.1%	697	19.9%	3,505
2022	5,092	80.9%	1,205	19.1%	6,297
2023	5,686	79.2%	1,496	20.8%	7,183
2024	5,980	77.0%	1,791	23.0%	7,771
2025	5,892	76.1%	1,855	23.9%	7,747
2026	5,831	77.3%	1,713	22.7%	7,544
Average Annual Growth Rate					
2007-2019	0.5%		0.2%		0.4%
2019-2026	-0.6%		-1.0%		-0.7%
2007-2026	0.1%		-0.3%		0.0%

Source: Airport records.

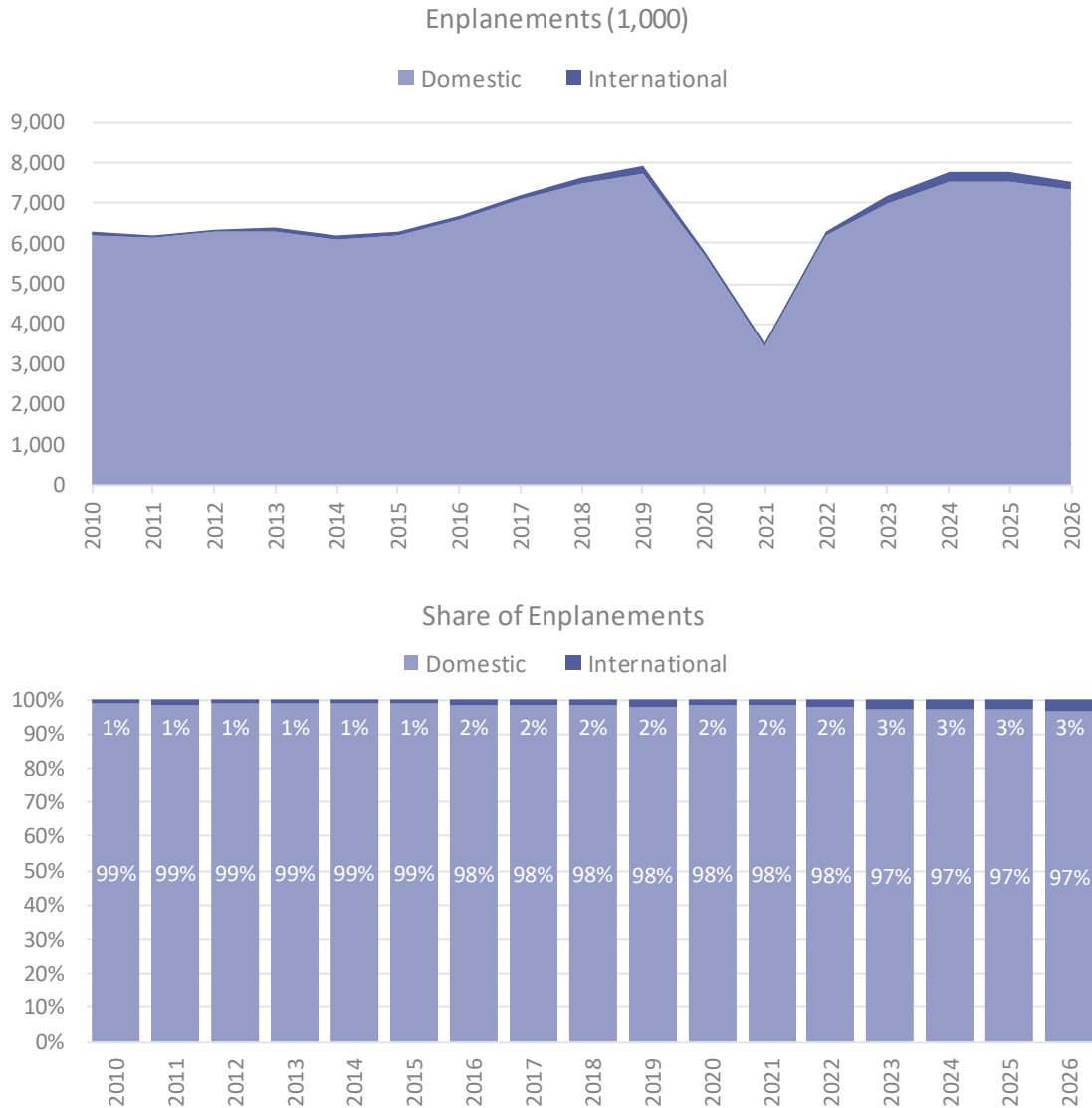
Note: Total enplanements each year may appear slightly off due to rounding. This is due to annual totals adding exact O&D and Connecting enplanements first and then rounding to the nearest thousand, as opposed to rounding O&D and Connecting totals first then adding.

3.3.3 | Domestic and International Traffic

Domestic passenger traffic continues to account for the substantial majority of STL's commercial aviation activity. Since FY2007, domestic traffic consistently accounted for a 98-99 percent share (Figure 28 and Table 16). International traffic remains a relatively small share of total enplanements, but it has become an increasingly important component of the Airport's service profile and long-term market development.

International enplanements reached their biggest share size yet in FY2026, at just over 3 percent with roughly 243,000 enplanements (versus roughly 7.3 million domestic enplanements).

Figure 28 | STL Domestic and International Enplanement Trends, FY2007-2026



Source: Airport records.

Table 16 | STL Domestic and International Enplanements, FY2007-2026

FY	Domestic		International		Total
	EP (1,000s)	Share	EP (1,000s)	Share	EP (1,000s)
2007	7,418	98.3%	126	1.7%	7,543
2008	7,505	98.6%	106	1.4%	7,611
2009	6,604	98.8%	80	1.2%	6,684
2010	6,189	98.6%	87	1.4%	6,277
2011	6,124	98.6%	87	1.4%	6,211
2012	6,269	98.7%	82	1.3%	6,351
2013	6,301	98.7%	85	1.3%	6,386
2014	6,097	98.7%	80	1.3%	6,177
2015	6,182	98.6%	85	1.4%	6,268
2016	6,565	98.4%	108	1.6%	6,673
2017	7,066	98.3%	121	1.7%	7,187
2018	7,477	98.2%	136	1.8%	7,612
2019	7,742	97.8%	173	2.2%	7,915
2020	5,675	98.3%	96	1.7%	5,771
2021	3,445	98.3%	60	1.7%	3,505
2022	6,171	98.0%	126	2.0%	6,297
2023	6,966	97.0%	216	3.0%	7,183
2024	7,546	97.1%	225	2.9%	7,771
2025	7,510	96.9%	236	3.1%	7,747
2026	7,302	96.8%	243	3.2%	7,544
Average Annual Growth Rate					
2007-2019	0.4%		2.7%		0.4%
2019-2026	-0.8%		4.9%		-0.7%
2007-2026	-0.1%		3.5%		0.0%

Source: Airport records.

Note: Total enplanements each year may appear slightly off due to rounding. This is due to annual totals adding exact Domestic and International enplanements first and then rounding to the nearest thousand, as opposed to rounding Domestic and International totals first and then adding them.

STL's most prominent international destination is Mexico (Table 17). The Airport served three cities in Mexico throughout FY2026, for a total international market share of 52.7 percent of scheduled seats. Cancun held the most scheduled seats by far with 161,347, which is about 50.6 percent of international seats. Canada is STL's distant second-largest international destination, with an 18.8 percent total international share between Toronto and Montreal. Behind Canada is Germany with 12.3 percent, closely followed by the Dominican Republic with 12.2 percent. The remaining 4 percent of international scheduled seats in FY2026 are distributed between the United Kingdom and Jamaica.

Table 17 | STL International Scheduled Seats by City, FY2026

International Destinations				FY2026	Market
Country	Destination	Code	Airlines	Scheduled Seats	Share
Mexico	Cancun, MX	CUN	AA, F9, WN	161,347	50.6%
	San Jose del Cabo, MX	SJD	WN	4,515	1.4%
	Puerto Vallarta, MX	PVR	AS, WN	2,232	0.7%
Canada	Toronto, ON, CA	YYZ	AC	43,468	13.6%
	Montreal-Trudeau, QC, CA	YUL	AC	16,489	5.2%
Germany	Frankfurt, DE	FRA	LH	39,270	12.3%
Dominican Republic	Punta Cana, DO	PUJ	F9, WN	39,026	12.2%
United Kingdom	London-Heathrow, EN, GB	LHR	BA	8,579	2.7%
Jamaica	Montego Bay, JM	MBJ	WN	4,025	1.3%
Total				318,951	100.0%

Source: SRS Schedules Analyzer, last accessed June 17, 2026.

Recent international service additions have strengthened STL's connectivity. British Airways began nonstop service between STL and London in FY2026, adding a new transatlantic market and improving access to Europe and beyond through British Airways' global network. Lufthansa also expanded its Frankfurt service, further enhancing STL's European connectivity.

Although international passengers are expected to remain a modest share of total traffic during the forecast period, these service additions diversify STL's airline and route portfolio, expand travel options for the region's business and leisure passengers, and support the Airport's broader competitive position.

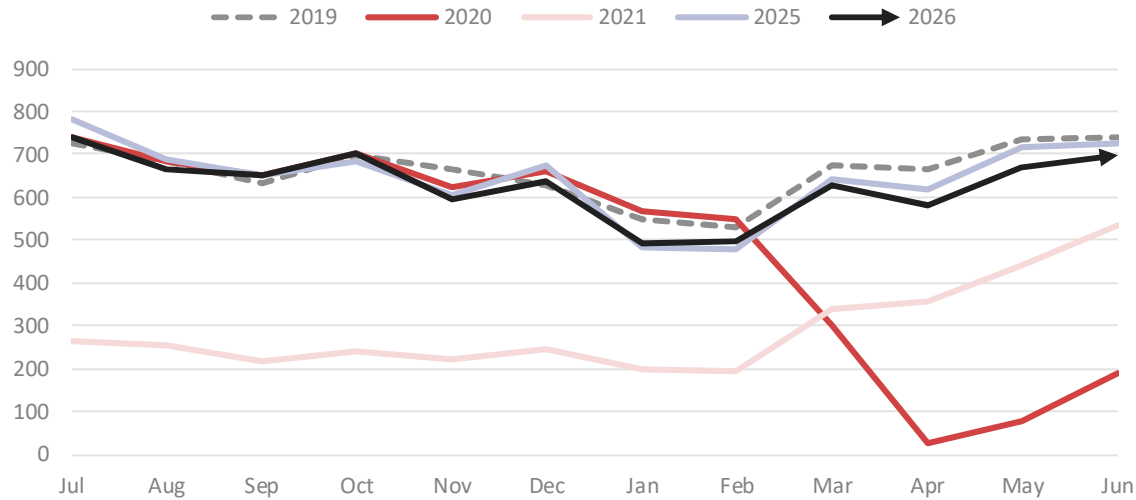
3.3.4 | Monthly Enplanement Trends

Monthly passenger traffic exhibits a consistent seasonal pattern that reflects variations in leisure travel, business travel, school schedules, and holidays. Passenger activity typically peaks during the summer travel season and around major holiday periods, while demand moderates during portions of the winter months.

Figure 29 and Table 18 demonstrate that the Airport has returned to normal seasonal traffic patterns following the industry's recovery from the pandemic. Recent monthly fluctuations primarily reflect routine seasonal demand, airline schedule adjustments, and incremental capacity additions rather than extraordinary disruptions. By FY2026, STL had returned to a pattern akin to its monthly pre-pandemic seasonality.

Overall, the historical passenger traffic trends demonstrate that STL has successfully transitioned from the extraordinary disruptions of the pandemic to a period of normalized growth. Passenger demand is now supported by a resilient origin-and-destination market, diversified airline service, expanding international connectivity, and favorable regional economic conditions. These trends provide the foundation for the commercial aviation forecasts presented later in this section.

Figure 29 | STL Monthly Enplanements (1,000s), FY2019-2026



Source: Airport records.

Table 18 | STL Monthly Enplanement Shares, FY2015-2026

STL Monthly Enplanement Shares by Fiscal Year												
Month	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Jul	9.6%	9.1%	9.0%	9.1%	9.2%	12.8%	7.5%	9.2%	9.2%	9.3%	10.1%	9.8%
Aug	8.7%	8.1%	8.2%	8.4%	8.6%	11.8%	7.2%	8.0%	8.6%	8.1%	8.9%	8.8%
Sep	8.1%	8.0%	8.1%	7.8%	8.0%	11.3%	6.2%	7.7%	8.5%	8.0%	8.4%	8.6%
Oct	8.8%	8.5%	8.6%	8.6%	8.8%	12.2%	6.8%	8.6%	9.0%	8.9%	8.8%	9.3%
Nov	7.6%	8.0%	8.2%	8.3%	8.4%	10.8%	6.3%	8.1%	8.2%	8.0%	7.8%	7.9%
Dec	8.0%	7.9%	8.1%	7.9%	8.0%	11.4%	7.1%	7.8%	7.3%	7.9%	8.7%	8.4%
Jan	6.9%	7.2%	7.0%	7.0%	6.9%	9.8%	5.7%	5.9%	6.7%	6.5%	6.3%	6.5%
Feb	6.7%	7.0%	6.8%	6.7%	6.7%	9.5%	5.6%	6.2%	6.6%	6.7%	6.2%	6.6%
Mar	8.5%	8.6%	8.8%	8.7%	8.5%	5.2%	9.7%	9.3%	8.6%	8.8%	8.3%	8.3%
Apr	8.4%	8.5%	8.4%	8.4%	8.4%	0.5%	10.2%	8.8%	8.2%	8.4%	8.0%	7.7%
May	9.2%	9.6%	9.2%	9.4%	9.3%	1.3%	12.6%	10.2%	9.5%	9.6%	9.2%	8.8%
Jun	9.3%	9.7%	9.5%	9.6%	9.3%	3.3%	15.2%	10.3%	9.8%	9.9%	9.4%	9.2%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
	Third largest share percentage of FY total.						Third smallest share percentage of FY total.					
	Second largest share percentage of FY total.						Second smallest share percentage of FY total.					
	Largest share percentage of FY total.						Smallest share percentage of FY total.					

Source: Airport records.

3.4 | Airline Market Shares

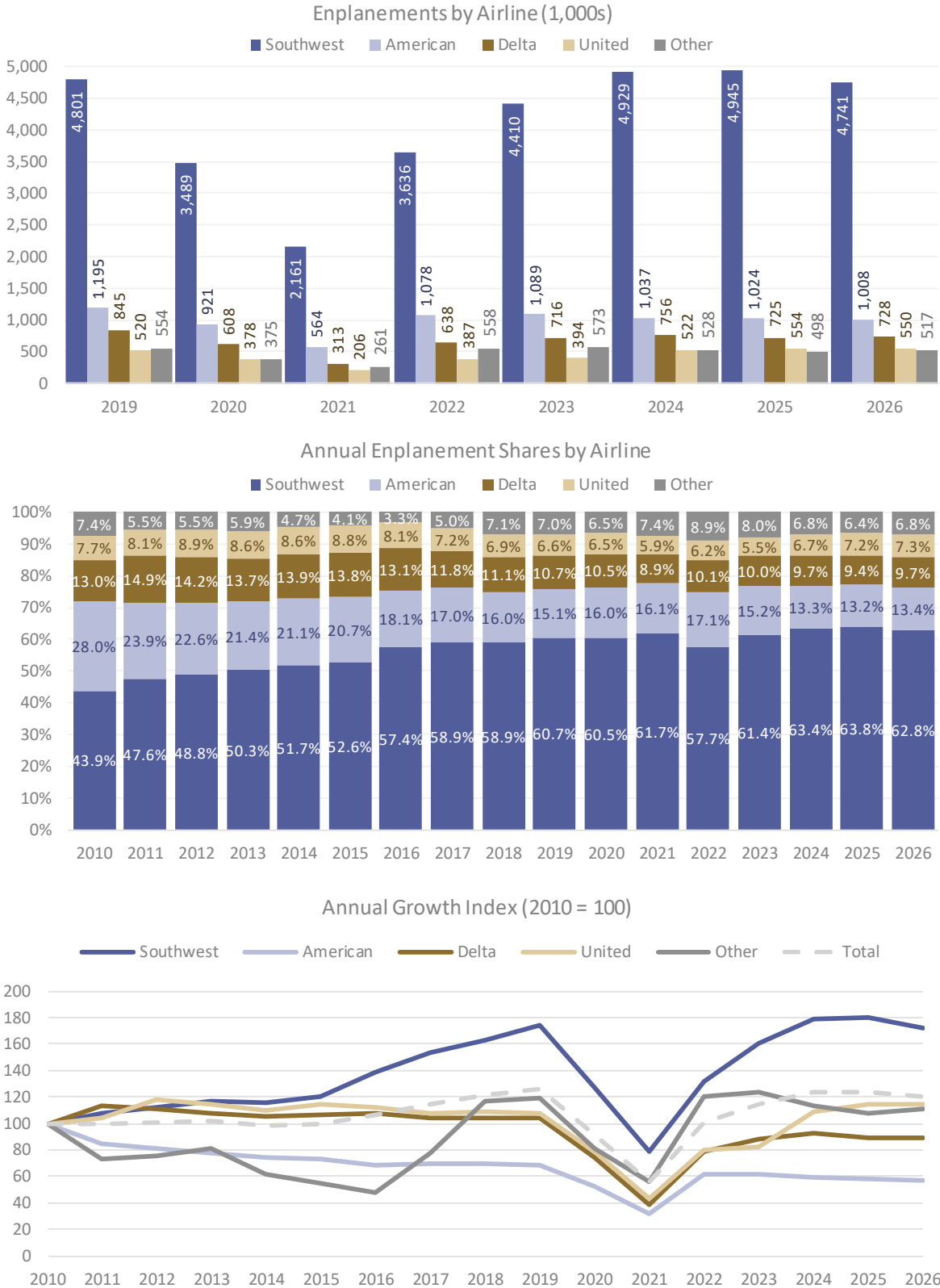
Airline consolidation left the industry with four major airlines controlling more than 80 percent of U.S. domestic passenger traffic (American, Delta, Southwest, and United). At STL, these four major airlines have accounted for over 90 percent of annual enplanements since FY2015 (Figure 30). STL also has a long prior history of large traffic concentration—greater than 40 percent—on one airline: Trans World Airlines through 2000, American Airlines from 2001 through 2009, and Southwest Airlines from 2010 onward.

After replacing American Airlines as the largest STL passenger air service provider in FY2010, Southwest Airlines has continued to hold the largest share of the Airport's enplanements (62.8 percent in FY2026), followed by American Airlines (13.4 percent), Delta Airlines (9.7 percent), and United Airlines (7.3 percent). The remaining 6.8 percent comprises multiple smaller service providers at the Airport, such as Alaska Air, Frontier, and others (collectively referred to as the "Other" category on this section's airline charts and tables).

Southwest Airlines has been the primary driver of STL's passenger growth over the past 16 years. Between FY2010 and FY2026, the carrier increased annual enplanements by nearly 2.0 million, equivalent to a compound annual growth rate ("CAGR") of 3.5 percent. While American and Delta have gradually reduced their market shares as they concentrated resources at larger hub airports, United has maintained a relatively stable presence, and several smaller carriers—including Frontier, Alaska, and Sun Country—continue to provide additional competitive service. The Airport's airline composition reflects broader industry trends, in which network carriers increasingly concentrate operations at major hub airports while point-to-point and leisure-oriented service has expanded at strong origin-and-destination markets such as STL. Table 19 presents the underlying data for airline enplanement and market share data for FY2010 through FY2026.

STL benefits from a relatively diversified airline portfolio despite Southwest's dominant position. While Southwest remains the Airport's largest carrier and provides an extensive domestic network, STL also maintains meaningful service from the three major network airlines—American, Delta, and United—as well as several low-cost and ultra-low-cost carriers. This mix reduces dependence on any single airline's network strategy while supporting competitive airfares, broad passenger choice, and continued air service resilience. The Airport's strong origin-and-destination passenger base further enhances the stability of demand because traffic is driven primarily by the St. Louis metropolitan market rather than by connecting passengers or the hub strategies of individual airlines.

Figure 30 | STL Airline Enplanement Trends, FY2010-2026



Source: Airport records.

Table 19 | STL Airline Enplanements and Market Shares, FY2010-2026

Enplanements by Airline (1,000s)																	
Carrier	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Southwest	2,754	2,957	3,099	3,213	3,194	3,298	3,828	4,237	4,484	4,801	3,489	2,161	3,636	4,410	4,929	4,945	4,741
American	1,760	1,484	1,435	1,368	1,305	1,295	1,210	1,225	1,217	1,195	921	564	1,078	1,089	1,037	1,024	1,008
Delta	815	925	902	875	861	865	873	850	844	845	608	313	638	716	756	725	728
United	482	504	566	551	531	554	539	516	524	520	378	206	387	394	522	554	550
Other ¹	465	340	349	380	289	255	223	359	544	554	375	261	558	573	528	498	517
Total	6,277	6,211	6,351	6,386	6,179	6,268	6,673	7,187	7,612	7,915	5,771	3,505	6,297	7,183	7,771	7,747	7,544

Enplanement Shares																	
Carrier	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Southwest	43.9%	47.6%	48.8%	50.3%	51.7%	52.6%	57.4%	58.9%	58.9%	60.7%	60.5%	61.7%	57.7%	61.4%	63.4%	63.8%	62.8%
American	28.0%	23.9%	22.6%	21.4%	21.1%	20.7%	18.1%	17.0%	16.0%	15.1%	16.0%	16.1%	17.1%	15.2%	13.3%	13.2%	13.4%
Delta	13.0%	14.9%	14.2%	13.7%	13.9%	13.8%	13.1%	11.8%	11.1%	10.7%	10.5%	8.9%	10.1%	10.0%	9.7%	9.4%	9.7%
United	7.7%	8.1%	8.9%	8.6%	8.6%	8.8%	8.1%	7.2%	6.9%	6.6%	6.5%	5.9%	6.2%	5.5%	6.7%	7.2%	7.3%
Other ¹	7.4%	5.5%	5.5%	5.9%	4.7%	4.1%	3.3%	5.0%	7.1%	7.0%	6.5%	7.4%	8.9%	8.0%	6.8%	6.4%	6.8%
Total	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

Source: Airport records.

¹ Includes charter enplanements.

3.5 | Scheduled Passenger Airline Service

Scheduled passenger airline service at STL has continued to evolve in response to changing airline network strategies, passenger demand, and fleet availability. Following the completion of the airline industry's recovery from the COVID-19 pandemic, airlines have increasingly focused on optimizing route networks, selectively expanding service in origin-and-destination markets with the strongest demand and financial performance, and deploying larger and more efficient aircraft, and improving operating efficiency by deploying larger and more efficient aircraft. These trends have benefited STL through additional destinations, increased seat capacity, improved international connectivity, and continued investment by both network and low-cost carriers.

Table 20 and Figure 31 summarize the Airport's scheduled passenger service by airline and destination from FY2019 to FY2026 by the following measures: daily average seats, daily average aircraft departures, and nonstop destinations. The Airport is served by a diverse mix of network, low-cost, and ultra-low-cost carriers, providing nonstop service to major business centers, leisure destinations, airline hubs, and international gateways throughout the United States, Canada, and Europe.

Southwest remains the Airport's largest carrier and provides the broadest domestic route network. American, Delta, and United complement Southwest's point-to-point service through their respective hub networks, providing passengers with convenient access to destinations throughout North America and international markets. Alaska, Frontier, Sun Country, and other airlines further expand passenger travel options and enhance competition in several domestic markets.

The post-pandemic recovery and subsequent growth in seat capacity at STL are largely due to Southwest Airlines, which has consistently held most of the daily scheduled seats throughout the Airport's sampled history. Despite a 37.8 percent loss from FY2019 to FY2021, Southwest's steady recovery allowed the airline's daily seats (as well as STL's daily seats as a whole) to surpass their FY2019 levels by FY2024. Though FY2026 brought a minor decrease, the airport's total daily scheduled seats remain 2.3 percent higher than FY2019, with a daily average of 27,692 scheduled seats. Southwest, United, and the "Other" category also remain above pre-pandemic levels, though American and Delta have still not yet fully recovered.

Unlike scheduled seats, STL's daily departures have not returned to pre-pandemic levels for the airport as a whole nor any of the airlines, save for one exception: Southwest. As of FY2026, Southwest operated a daily average of 110 departures, which is equal to its FY2019 level. Overall, STL operated a total daily average of 196 departures, which remains about 17.2 percent below its FY2019 level.

Figure 31 shows a steady rise in the average size/capacity of aircraft serving the Airport, as shown by the average seats per departure increasing from 115 in FY2019 up to 141 as of FY2026. This trend reflects airlines' efforts to optimize their networks in response to passenger demand and fleet availability. Recent service changes have emphasized expansion in strong origin-and-destination markets through additional destinations, selective frequency increases, and deployment of larger, more fuel-efficient aircraft. Rather than adding substantial numbers of flights, airlines have

increasingly expanded capacity by upgauging aircraft, reflecting industry-wide efforts to improve operating efficiency while addressing aircraft delivery delays and other supply constraints.

The number of unique nonstop destinations from STL grew from 72 in FY2019 to 76 in FY2026, decreasing from a peak of 79 destinations back in FY2024, most of which are served by Southwest Airlines.

Table 20 | Trends in Scheduled Service at STL, FY2019-2026

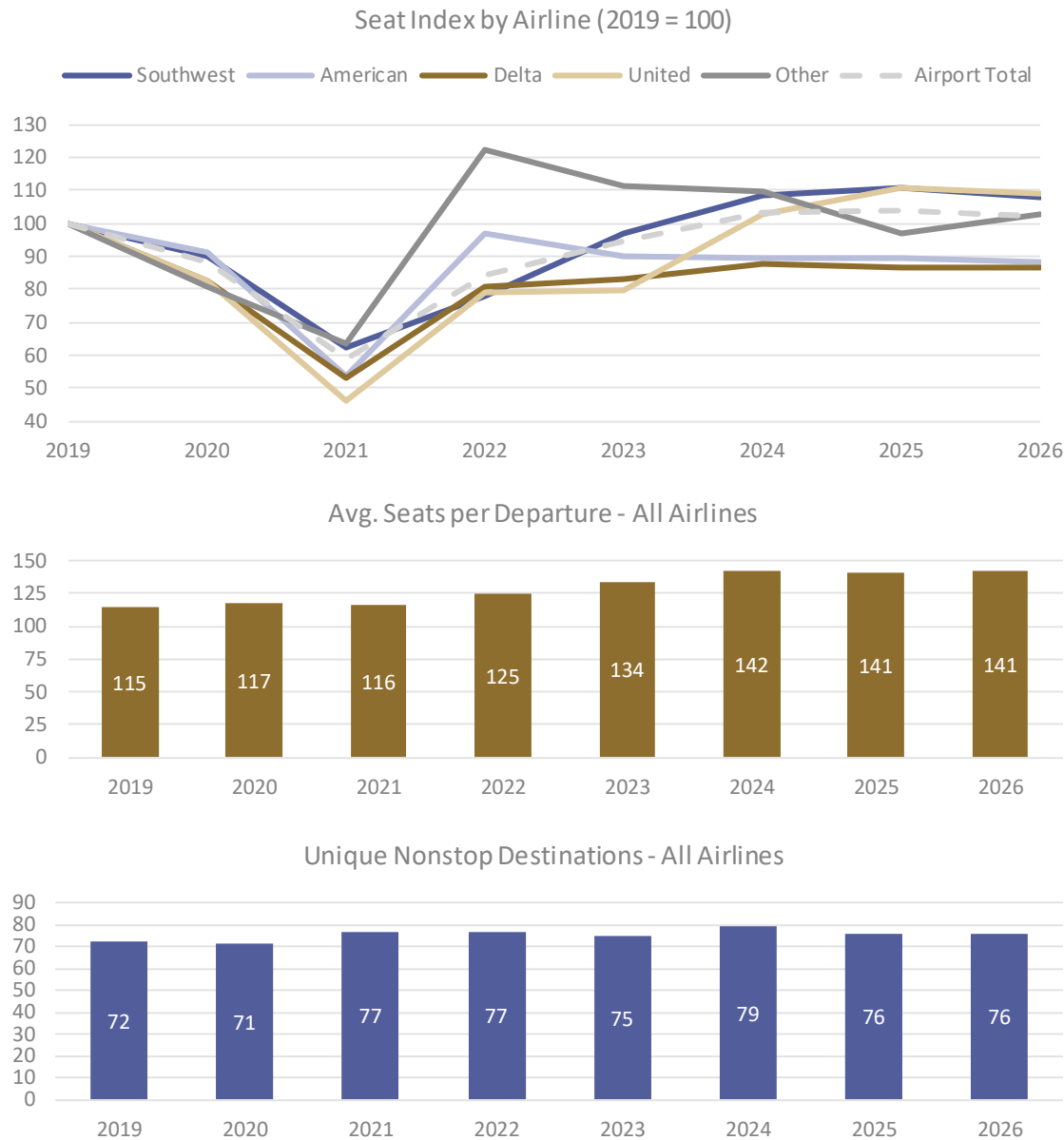
Trends in Scheduled Service at STL								
Airline	2019	2020	2021	2022	2023	2024	2025	2026
Southwest								
Number of Nonstop Destinations	51	52	61	58	58	63	62	63
Average Daily Departures	110	99	67	83	101	113	115	110
Average Daily Seats	16,629	14,970	10,351	12,961	16,117	18,045	18,400	17,895
American								
Number of Nonstop Destinations	9	9	10	12	13	11	11	13
Average Daily Departures	36	31	19	33	29	28	30	31
Average Daily Seats	3,963	3,610	2,120	3,832	3,570	3,535	3,541	3,503
Delta								
Number of Nonstop Destinations	8	7	5	5	5	5	5	6
Average Daily Departures	27	21	15	21	20	20	20	21
Average Daily Seats	2,952	2,431	1,572	2,385	2,452	2,580	2,556	2,560
United								
Number of Nonstop Destinations	6	7	7	7	5	5	6	6
Average Daily Departures	27	22	13	19	19	18	20	21
Average Daily Seats	1,684	1,388	777	1,331	1,343	1,730	1,862	1,835
Other								
Number of Nonstop Destinations ¹	24	23	22	29	22	23	23	21
Average Daily Departures	36	31	25	27	22	18	16	13
Average Daily Seats	1,845	1,490	1,169	2,251	2,058	2,026	1,783	1,899
All Airlines								
Number of Unique Nonstop Destinations ¹	72	71	77	77	75	79	76	76
Average Daily Departures	236	204	138	183	190	196	200	196
Average Daily Seats	27,073	23,889	15,989	22,761	25,540	27,917	28,142	27,692

Source: SRS Schedules Analyzer, last accessed August 27, 2026.

Note: Nonstop destinations are counted toward each airline's annual total if they have a minimum of at least 1 departure that year.

¹ Shared destinations served by multiple airlines are only counted once.

Figure 31 | STL Annual Scheduled Service Trends, FY2019-2026



Source: SRS Schedules Analyzer, last accessed August 27, 2026.

Note: Nonstop destinations are counted toward each airline's annual total if they have a minimum of at least 1 departure that year.

¹ Shared destinations served by multiple airlines are only counted once.

Role of Southwest Airlines

Southwest is STL's largest contributor to its aviation activity by a large margin, and in turn, the Airport is also one of Southwest's largest stations. As of FY2026, STL currently ranks as Southwest's 10th most active hubs, ranked by average daily scheduled seats (Table 21).

Table 21 | Top 20 Southwest Hubs, by Average Daily Scheduled Seats, FY2026

Top 20 Southwest Hubs			Daily Average
Rank	Airport Code	Origin Name	FY2026 Scheduled Seats
1	DEN	Denver, CO, US	40,417
2	LAS	Las Vegas, NV, US	38,333
3	BWI	Baltimore, MD, US	33,072
4	MDW	Chicago-Midway, IL, US	31,336
5	PHX	Phoenix, AZ, US	30,529
6	DAL	Dallas-Love, TX, US	30,306
7	BNA	Nashville, TN, US	27,367
8	MCO	Orlando, FL, US	24,022
9	HOU	Houston-Hobby, TX, US	23,711
10	STL	Saint Louis, MO, US	17,895
11	AUS	Austin, TX, US	17,224
12	SAN	San Diego, CA, US	16,510
13	SMF	Sacramento, CA, US	13,863
14	OAK	Oakland, CA, US	12,088
15	SJC	San Jose, CA, US	11,381
16	LAX	Los Angeles, CA, US	11,267
17	TPA	Tampa, FL, US	10,893
18	MCI	Kansas City, MO, US	10,480
19	MSY	New Orleans, LA, US	8,179
20	ATL	Atlanta, GA, US	7,751

Source: SRS Schedules Analyzer, last accessed July 27, 2026. Advance schedules beyond the access date are subject to change.

3.6 | Top Domestic O&D Markets

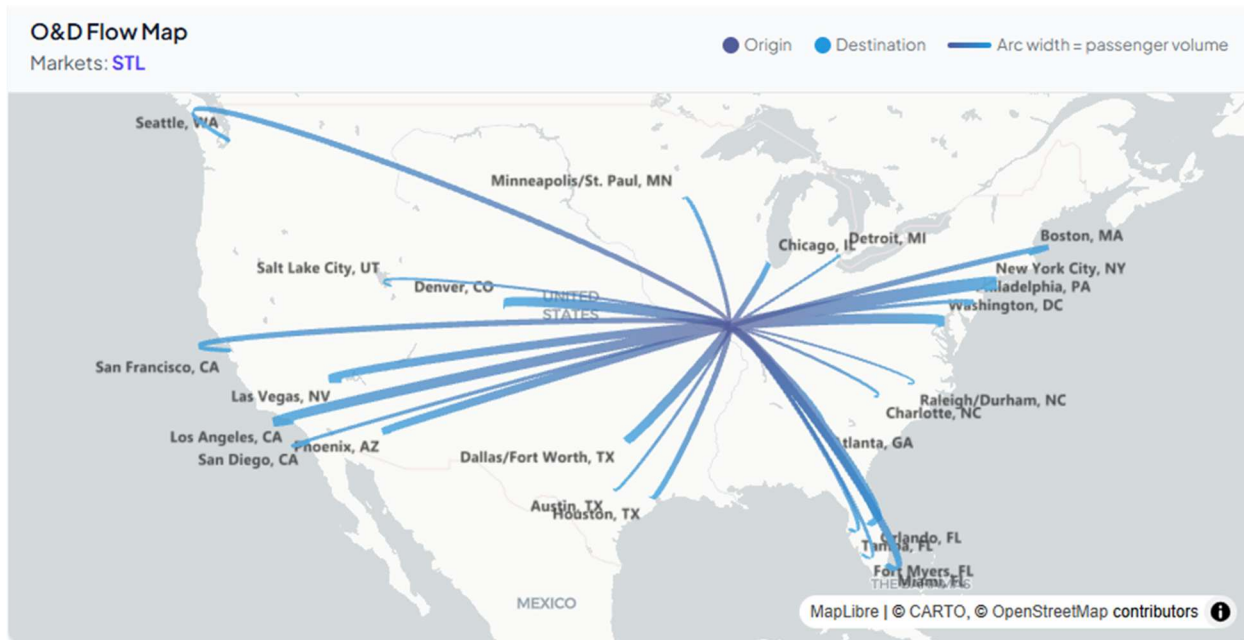
Table 22 and Figure 32 show the Airport's top 25 O&D markets in FY2025, ranked by share of STL's total O&D passengers. They include some of the nation's top leisure destinations such as Las Vegas, New York, and Orlando—however, the biggest concentration of STL's top 25 markets is in Florida, with four of the 25 listings all being Florida metropolitan areas. All 25 markets accounted for 73.3 percent of STL's FY2025 O&D passengers. The top five by O&D market share in FY2025 were New York City, Orlando, Washington, Dallas, and Denver.

Table 22 | Top 25 STL O&D Markets for FY2025, Ranked by Market Share

	Destination	State	Airports	Airlines	Avg. Daily Passengers	O&D Market Share
1	New York City	NY	LGA, JFK, EWR, HPN, ISP, SWF	AA, DL, UA, WN	1,705	6.1%
2	Orlando	FL	MCO	F9, NK, WN	1,421	5.1%
3	Washington	DC	DCA, BWI, IAD	AA, UA, WN	1,393	5.0%
4	Dallas/Fort Worth	TX	DAL, DFW	AA, F9, WN	1,352	4.8%
5	Denver	CO	DEN	F9, UA, WN	1,350	4.8%
6	Los Angeles	CA	LAX, SNA, BUR, LGB, ONT	AA, WN	1,173	4.2%
7	Phoenix	AZ	PHX	AA, F9, WN	1,022	3.6%
8	Las Vegas	NV	LAS	F9, NK, WN	1,016	3.6%
9	Miami	FL	FLL, MIA	AA, WN	993	3.5%
10	Atlanta	GA	ATL	DL, F9, WN	879	3.1%
11	Chicago	IL	ORD, MDW	AA, UA, WN	843	3.0%
12	Houston	TX	HOU, IAH	UA, WN	821	2.9%
13	Boston	MA	BOS, PVD, MHT	AA, WN	719	2.6%
14	San Francisco	CA	SFO, SJC, OAK	UA, WN	650	2.3%
15	Seattle	WA	SEA	AS, WN	621	2.2%
16	Tampa	FL	TPA	WN	611	2.2%
17	Minneapolis/St. Paul	MN	MSP	DL, SY, WN	595	2.1%
18	Philadelphia	PA	PHL	AA, F9, WN	515	1.8%
19	Fort Myers	FL	RSW	WN	487	1.7%
20	Austin	TX	AUS	WN	449	1.6%
21	San Diego	CA	SAN	WN	443	1.6%
22	Charlotte	NC	CLT	AA, WN	435	1.6%
23	Detroit	MI	DTW	DL, NK, WN	411	1.5%
24	Salt Lake City	UT	SLC	DL, WN	341	1.2%
25	Raleigh/Durham	NC	RDU	WN	333	1.2%
...	Other				7,482	26.7%
Top 25 Subtotal					20,577	73.3%
Total STL					28,059	100.0%

Source: DB1B.

Figure 32 | Top 25 STL O&D Markets, FY2025



Sources: DB1B.

3.7 | Comparison with Peer Airports

This section compares STL with two sets of peer airports in terms of enplanement growth and trends in airfare and passenger yield.

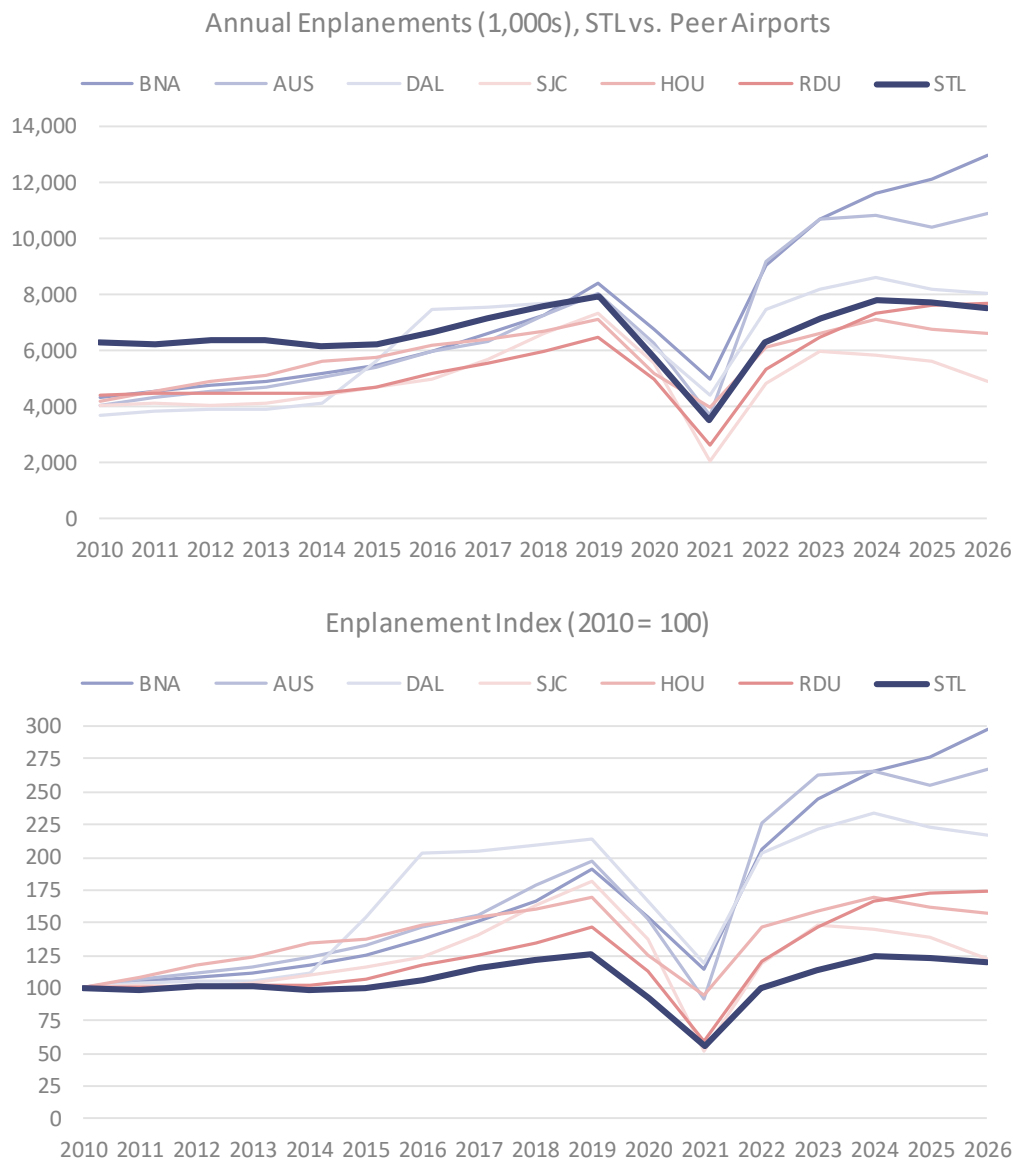
3.7.1 | STL vs. Airports of Similar Enplanements

The following six peers are chosen based on CY2019 enplanement totals just before the pandemic: Nashville International Airport (BNA), Austin-Bergstrom International Airport (AUS), and Dallas Love Field Airport (DAL) were the three airports directly above STL in CY2019 enplanements, while Norman Y. Mineta San Jose International Airport (SJC), William P. Hobby Airport (HOU), and Raleigh-Durham International (RDU) were the three airports directly below STL in CY2019 enplanements.

Enplanement Growth Comparison

Figure 33 compares the enplanement trends at STL and its six peer airports using annual totals based on STL's fiscal year period ending June 30. Through most of the 2010s, STL maintained significantly more enplanements than its six peers, but experienced very little growth, as seen by its enplanement index remaining below all of its peers for most of the decade. Over that time, the other airports would catch up and close the gap to STL's enplanement levels, with three of them surpassing STL in FY2019: BNA, AUS, and DAL. The COVID-19 pandemic caused drops across all seven airports in FY2020 and FY2021, and STL showed slower recovery than most of its sampled peer airports over the following years. However, as of FY2026, STL's enplanement levels have dipped narrowly below RDU, making RDU the new median among the sampled airports.

Figure 33 | STL vs. Peer Airports (of Similar 2019 Enplanements) Enplanement Growth Trends, FY2010-2026



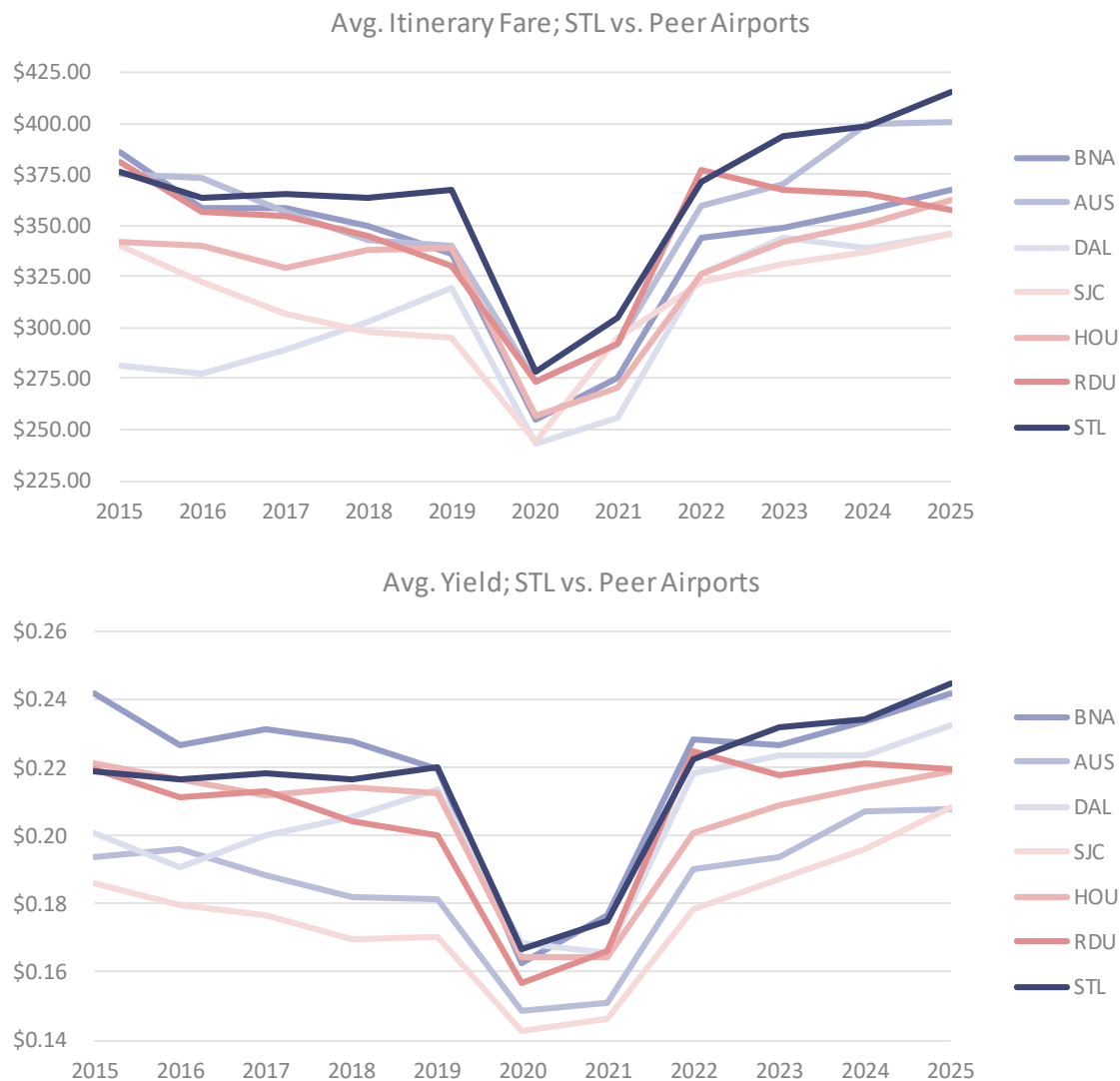
Sources: Airport records for STL and U.S. Bureau of Transportation Statistics for peer airports. Peer airport annual totals have been shifted to match STL's fiscal year (starting in July and ending in June). June 2026 enplanements for peer airports are estimated due to BTS data currently being available only up to May 2026.

Passenger Itinerary Fare and Yield Comparison

Higher fares and average yields are attractive to airlines, though lower airfares attract passengers. A common measure of airfares that controls trip length is passenger yield—the average airline revenue per revenue passenger mile. Figure 34 compares the average calendar year domestic market fares and passenger yields at STL with the same six peers that ranked closest in CY2019 enplanements. In general, STL's average itinerary fare and yield changed little from CY2015 to CY2019, with itinerary fare staying roughly between \$360 and \$370 after CY2015, and yield staying

close to \$0.22. That said, maintaining that steady trend led to STL having the highest average market fare and yield among its peers by CY2019. In CY2020, airports nationwide experienced a dip in both market fare and yield due to weak demand during the COVID-19 pandemic, with recovery through CY2021 being either minimal, flat, or slightly further downward. However, CY2022 brought more substantial recovery among all sampled airports. Though growth slowed after CY2022, STL returned to holding the highest average itinerary fare (\$416) and highest yield (\$0.24) as of CY2025.

Figure 34 | STL vs. Peer Airports (of Similar 2019 Enplanements) Average Itinerary Fare and Yield, CY2015-2025



Source: DB1B.

3.7.2 | STL vs. Regional Peers and Airports of Similar Operation Models

The second set of peer airports were chosen partially based on regional location, and partially based on their similar operation models and focus on O&D markets. These airports include Cleveland Hopkins International Airport (CLE), Pittsburgh International Airport (PIT), Kansas City International Airport (MCI), and Indianapolis International Airport (IND).

Enplanement Growth Comparison

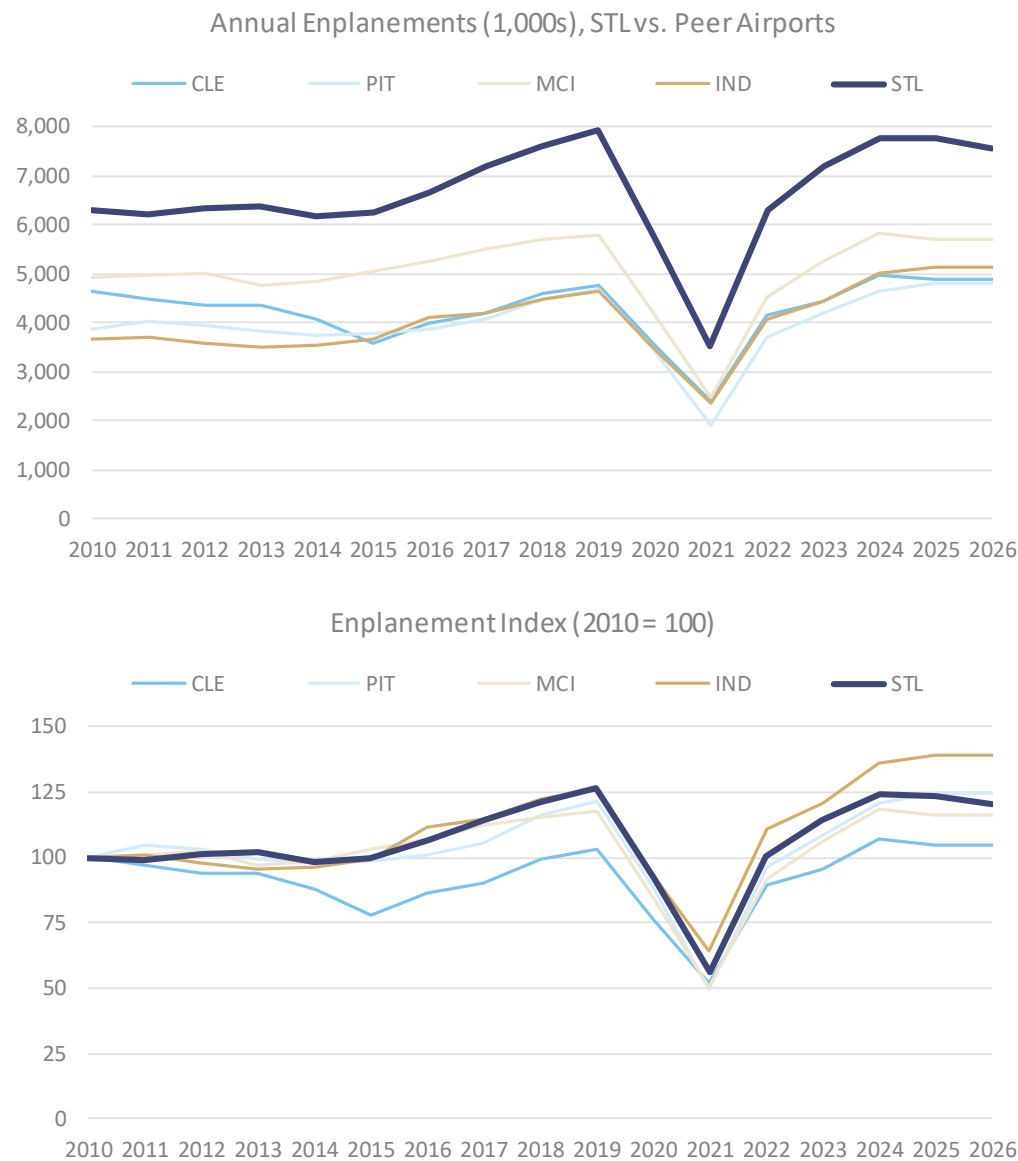
From FY2010 to FY2026, STL maintained the highest level of enplanements among this set of peers (Figure 35). When indexing enplanement levels to FY2010, the five airports' growth trends are much closer together, though CLE's growth often lags behind. STL's growth index near-consistently stays in the upper end of this sample of airports. As of FY2026, continued growth for PIT narrowly surpassed STL's growth index, bringing STL to the median of the sample.

Passenger Itinerary Fare and Yield Comparison

Four of the five airports in this peer set have historically been close competition in terms of average itinerary fares, with MCI becoming the consistent leader as of CY2020 (Figure 36). CLE consistently held the lowest average fares, but as of CY2025, PIT's average fare dipped below that of CLE. Meanwhile, STL held the second highest average fare of \$416, with MCI above it with \$430.

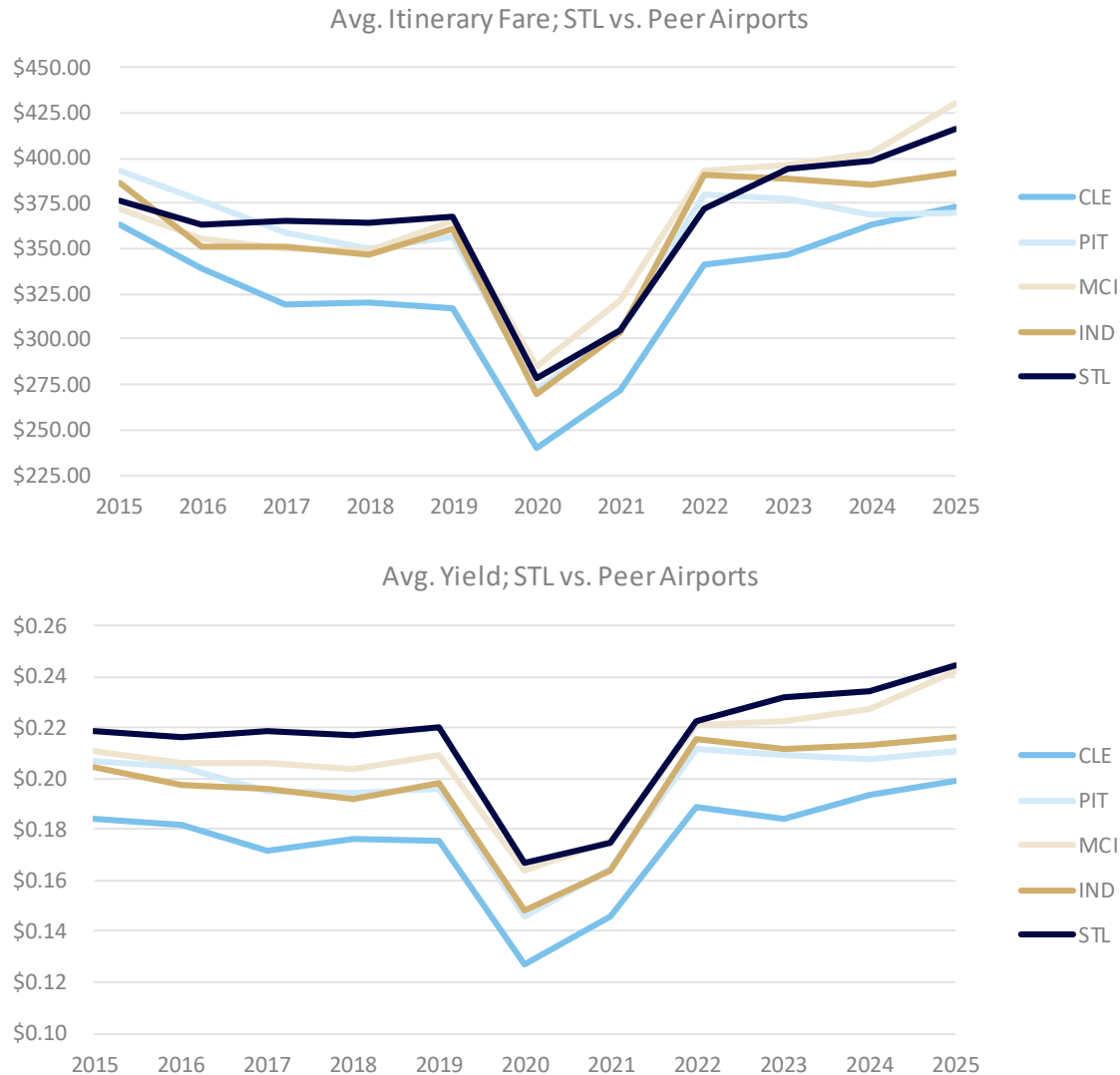
While STL's ranking fluctuates in terms of itinerary fare, the Airport consistently holds the top (or equal to the top) average yield among these five airports. The majority of the airports in this sample have ranked consistently relative to each other, with only IND and PIT competing for third and fourth highest yield. As of CY2025, STL still has the highest yield of \$0.24, while CLE continues to hold the lowest with \$0.20.

Figure 35 | STL vs. Peer Airports (of Similar Region/Operation Model) Enplanement Growth Trends, FY2010-2026



Sources: Airport records for STL and U.S. Bureau of Transportation Statistics for peer airports. Peer airport annual totals have been shifted to match STL's fiscal year (starting in July and ending in June). June 2026 enplanements for peer airports are estimated due to BTS data currently being available only up to May 2026.

Figure 36 | STL vs. Peer Airports (of Similar Region/Operation Model) Average Itinerary Fare and Yield, CY2015-2025



Source: DB1B.

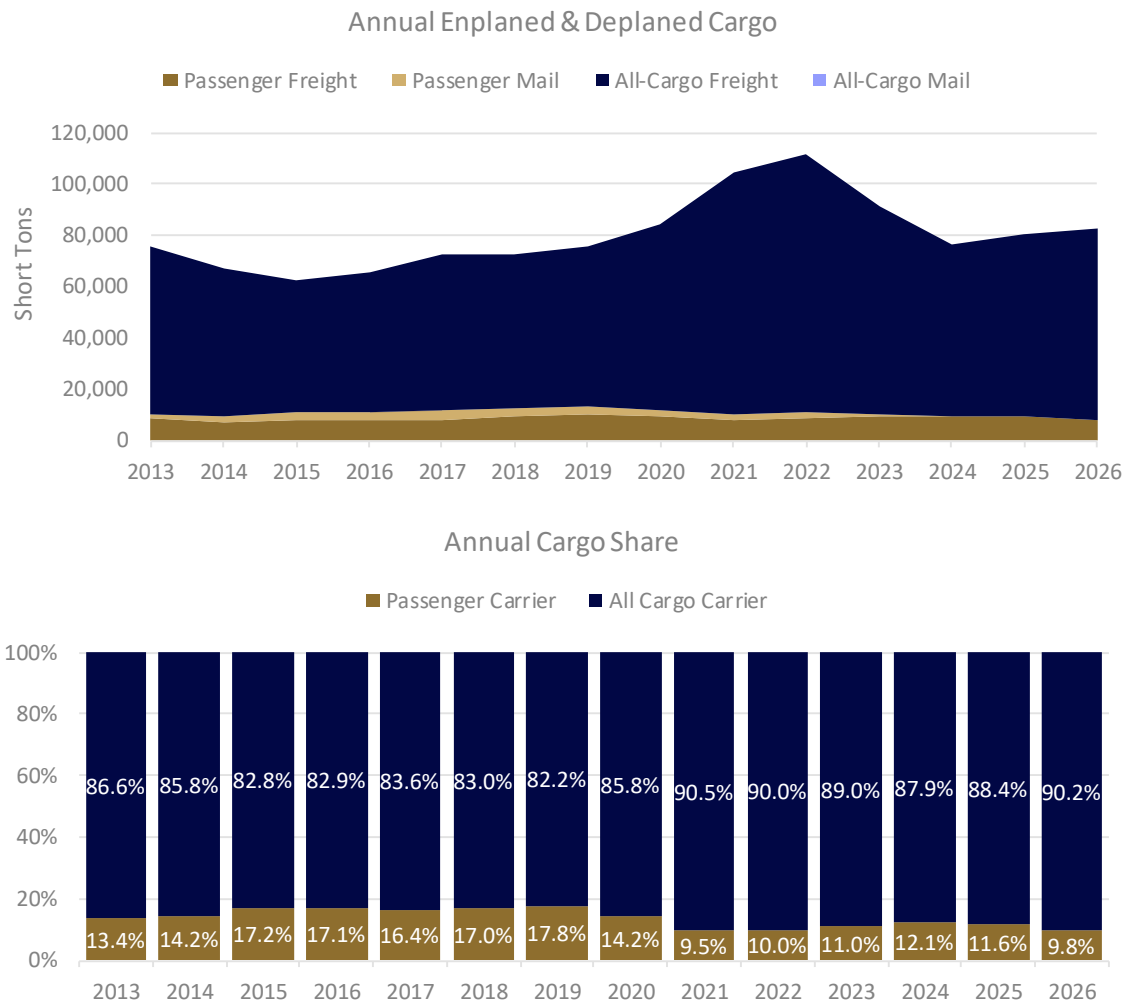
3.8 | Air Cargo

Figure 37 shows the trends in air cargo at STL from FY2013 to FY2026, and breakdowns that history between passenger carrier freight and mail, and all-cargo carrier freight and mail, while Table 23 shows the underlying data. The trends in air cargo, like passenger traffic, are driven by economic trends. Air cargo decreased from FY2013 to FY2015, continuing a decline that began in FY2004. After FY2015, air cargo steadily increased all the way through FY2022, peaking at a total of almost 112,000 enplaned and deplaned short tons that fiscal year. Unlike passenger traffic, air cargo traffic did not suffer a decline in 2020 during the COVID-19 pandemic. Instead, total air cargo growth accelerated due to a surge in demand for the shipment of personal protective equipment (such as masks) and medical supplies related to COVID-19, a surge in e-commerce, and bottlenecks

in other freight transportation modes. This FY2022 peak, however, was followed by a substantial decline through the next two years, finally turning upwards once again in FY2026 to reach STL's latest total of just over 82,000 short tons, handled predominantly all-cargo airlines.

The decline in mail over the years is attributed to two factors. The first is the trend for cargo carriers to consolidate smaller mail parcels into larger freight shipments. The second is the increasing tendency to report all cargo simply as freight, gradually removing mail as a categorical distinction in general.

Figure 37 | STL Annual Cargo Trends, FY2013-2026



Source: Airport records.

Table 23 | Annual Enplaned and Deplaned Cargo (in Short Tons), FY2013-2026

FY	Passenger Carrier		All Cargo Carrier		Total
	Freight	Mail	Freight	Mail	
2013	8,277	1,880	65,353	315	75,825
2014	7,217	2,298	57,335	213	67,064
2015	7,562	3,222	51,736	155	62,675
2016	7,762	3,465	54,192	141	65,560
2017	7,956	3,948	60,444	54	72,402
2018	9,024	3,339	60,355	92	72,810
2019	10,500	2,935	61,894	56	75,386
2020	9,129	2,771	71,971	59	83,929
2021	7,505	2,423	94,563	79	104,570
2022	8,907	2,314	100,541	61	111,823
2023	9,384	657	81,073	88	91,203
2024	9,179	89	67,053	34	76,355
2025	9,287	31	70,835	3	80,156
2026	8,048	9	74,313	26	82,397
Compound Annual Growth Rate					
2013-2019	4.0%	7.7%	-0.9%	-24.9%	-0.1%
2019-2026	-3.7%	-55.9%	2.6%	-10.4%	1.3%
2013-2026	-0.2%	-33.4%	1.0%	-17.4%	0.6%

Source: Airport records.

3.9 | Commercial Aircraft Landings and Landed Weight

Table 24 shows commercial aircraft landings at STL by airline from FY2016 to FY2026. Scheduled passenger aircraft landings, which account for nearly all commercial aircraft operations at STL, show trends similar to enplanement growth. STL's landings reached its pre-pandemic peak in FY2018 with 88,088 landings. This took a slight downturn in FY2019, and later, the COVID-19 pandemic caused landings to drop—down 16 percent in FY2020, then further down another 28 percent to 52,755 in FY2021. However, the decrease in landings during the pandemic was proportionately less than the decrease in passenger traffic. Over the following fiscal years, landings at STL have recovered to 73,360 as of FY2026, about 83 percent of the Airport's FY2018 peak. However, FY2026 also shows a minor 1 percent decrease from the year prior.

Table 25 shows aircraft landed weight by carrier at STL over the same period from FY2016 to FY2026. Airports assess landing fees—the largest airline revenue source—based on aircraft gross landed weight. Landed weight grew to 9.2 billion pounds in FY2019, but fell to 5.8 billion pounds in FY2021 alongside the decline in landings. Landed weight at STL fully recovered and continued growing in the years after, reaching 9.6 billion pounds as of FY2025 before plateauing with a very slight decrease to 9.5 billion pounds in FY2026.

Table 24 | STL Annual Landings and Landing Shares, FY2016-2026

Annual Landings by Fiscal Year												CAGR	
Airline	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2019-2026	2016-2026
Southwest	31,474	35,440	37,541	39,352	33,921	24,285	29,671	36,091	41,047	41,576	40,181	0.3%	2.5%
American	14,665	13,735	13,859	13,136	10,853	6,861	11,797	10,485	10,054	10,719	11,061	-2.4%	-2.8%
Delta	9,151	9,286	9,421	9,806	7,498	5,360	7,394	7,240	7,302	7,308	7,684	-3.4%	-1.7%
United	10,719	9,975	10,007	9,946	8,188	4,761	6,813	6,485	6,565	7,122	7,608	-3.8%	-3.4%
Other	16,707	16,368	15,319	13,370	10,942	8,991	8,744	7,414	5,524	5,230	4,498	-14.4%	-12.3%
Subtotal	82,716	84,804	86,147	85,610	71,402	50,258	64,419	67,715	70,492	71,955	71,032	-2.6%	-1.5%
Charter	369	545	414	356	180	109	222	420	185	452	193	-8.4%	-6.3%
Cargo	1,530	1,501	1,527	1,514	1,957	2,388	2,574	1,941	1,717	1,946	2,135	5.0%	3.4%
Total¹	84,615	86,850	88,088	87,480	73,539	52,755	67,215	70,076	72,394	74,353	73,360	-2.5%	-1.4%
AGR	2.5%	2.6%	1.4%	-0.7%	-15.9%	-28.3%	27.4%	4.3%	3.3%	2.7%	-1.3%		
Landing Shares by Fiscal Year													
Airline	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026		
Southwest	37.2%	40.8%	42.6%	45.0%	46.1%	46.0%	44.1%	51.5%	56.7%	55.9%	54.8%		
American	17.3%	15.8%	15.7%	15.0%	14.8%	13.0%	17.6%	15.0%	13.9%	14.4%	15.1%		
Delta	10.8%	10.7%	10.7%	11.2%	10.2%	10.2%	11.0%	10.3%	10.1%	9.8%	10.5%		
United	12.7%	11.5%	11.4%	11.4%	11.1%	9.0%	10.1%	9.3%	9.1%	9.6%	10.4%		
Other	19.7%	18.8%	17.4%	15.3%	14.9%	17.0%	13.0%	10.6%	7.6%	7.0%	6.1%		
Subtotal	97.8%	97.6%	97.8%	97.9%	97.1%	95.3%	95.8%	96.6%	97.4%	96.8%	96.8%		
Charter	0.4%	0.6%	0.5%	0.4%	0.2%	0.2%	0.3%	0.6%	0.3%	0.6%	0.3%		
Cargo	1.8%	1.7%	1.7%	1.7%	2.7%	4.5%	3.8%	2.8%	2.4%	2.6%	2.9%		
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%		

Source: Airport records.

¹ Total landings exclude general aviation activity.

Table 25 | STL Annual Landed Weight and Landed Weight Shares, FY2016-FY2026

Annual Landed Weight (in Million Pounds) by Fiscal Year												CAGR	
Airline	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2019-2026	2016-2026
Southwest	3,997	4,545	4,951	5,202	4,489	3,239	4,002	5,008	5,728	5,817	5,704	1.5%	3.6%
American	1,475	1,430	1,417	1,376	1,207	731	1,306	1,223	1,210	1,212	1,213	-2.1%	-1.9%
Delta	1,033	1,029	1,007	1,022	828	557	825	853	884	872	887	-2.3%	-1.5%
United	605	623	590	584	486	314	510	500	653	700	692	2.9%	1.4%
Other	460	536	544	559	443	357	639	616	610	559	584	0.7%	2.4%
Subtotal	7,570	8,163	8,509	8,743	7,454	5,197	7,283	8,200	9,085	9,160	9,080	0.6%	1.8%
Charter	40	51	56	51	25	23	36	59	24	37	28	-9.7%	-3.6%
Cargo	362	341	362	370	454	540	584	463	389	413	442	3.0%	2.0%
Total¹	7,972	8,556	8,928	9,164	7,933	5,760	7,903	8,721	9,498	9,610	9,549	0.7%	1.8%
AGR	2.4%	7.3%	4.3%	2.6%	-13.4%	-27.4%	37.2%	10.4%	8.9%	1.2%	-0.6%		

Landed Weight Shares by Fiscal Year											
Airline	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Southwest	50.1%	53.1%	55.5%	56.8%	56.6%	56.2%	50.6%	57.4%	60.3%	60.5%	59.7%
American	18.5%	16.7%	15.9%	15.0%	15.2%	12.7%	16.5%	14.0%	12.7%	12.6%	12.7%
Delta	13.0%	12.0%	11.3%	11.2%	10.4%	9.7%	10.4%	9.8%	9.3%	9.1%	9.3%
United	7.6%	7.3%	6.6%	6.4%	6.1%	5.4%	6.5%	5.7%	6.9%	7.3%	7.2%
Other	5.8%	6.3%	6.1%	6.1%	5.6%	6.2%	8.1%	7.1%	6.4%	5.8%	6.1%
Subtotal	95.0%	95.4%	95.3%	95.4%	94.0%	90.2%	92.2%	94.0%	95.7%	95.3%	95.1%
Charter	0.5%	0.6%	0.6%	0.6%	0.3%	0.4%	0.5%	0.7%	0.3%	0.4%	0.3%
Cargo	4.5%	4.0%	4.1%	4.0%	5.7%	9.4%	7.4%	5.3%	4.1%	4.3%	4.6%
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Source: Airport records.

¹ Total landed weight excludes general aviation activity.

3.10 | Forecast Commercial Aviation Activity

Our forecast integrates supply–demand dynamics, business conditions, and the drivers of passenger growth. We use a two-phase hybrid framework and present three scenarios—Base, High, and Low—that span a reasonable planning range. The Base assumes recent demand, real passenger yield, GDP, labor-market, and capacity/connectivity trends persist; the High assumes faster demand growth and stronger schedule build-up; the Low assumes softer discretionary demand and slower capacity growth. We conclude with key forecast risks and uncertainties.

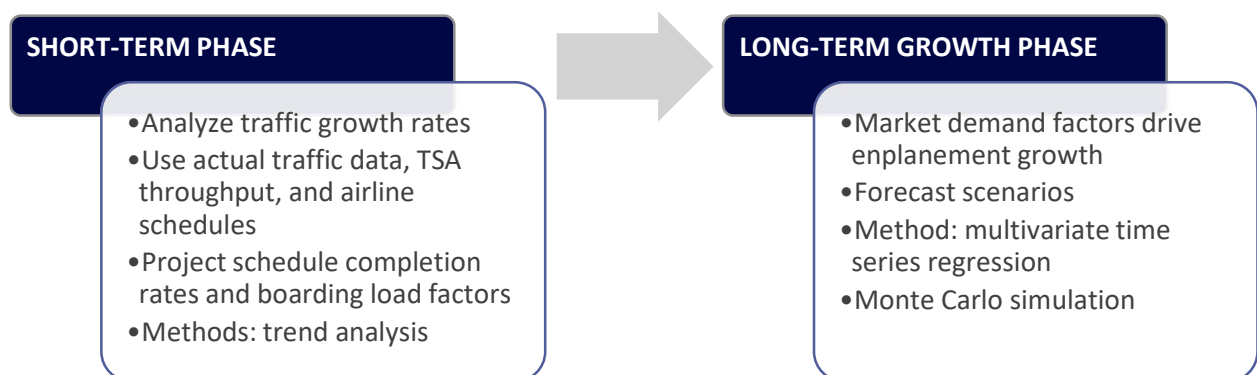
3.10.1 | Forecast Methodology

Our hybrid modeling framework uses various forecasting methods and data sources to project air traffic in two distinct phases (Figure 38). Short-term forecasts are driven primarily by published airline schedules and expected completion rates, while long-term forecasts reflect econometric relationships between passenger demand, regional economic growth, airline capacity, and structural industry trends.

- **Short-term recovery:** We analyze recovery trends and project flights, seats, and enplanements at the airline level based on advance airline schedules, schedule completion rates, and boarding load factors. This process produces near-term projections through December 2026.
- **Long-term growth:** We switch to multivariate regression analysis to quantify the contribution of key market drivers (income and price) to air travel demand. We then forecast annual enplanement growth based on the projected trends in these drivers.

By dividing the forecast period into phases, we can apply the most appropriate methods, data, and assumptions to capture the factors driving air traffic trends in each phase. For example, airline schedules and operational factors provide a good basis for short-term projections. In the long run, market factors, such as income and price, primarily drive long-term passenger traffic, which in turn drives aircraft operations and landed weight. Multivariate regression analysis provides a better framework for linking long-term traffic growth to these market factors.

Figure 38 | Hybrid Forecast Development by Phase



Source: Unison Consulting, Inc.

3.10.2 | Short-Term Phase

In this phase, forecast development considers the recent progress in traffic recovery based on actual airport enplanements, landings, and landed weight through May 2026, TSA screening throughput through May 2026, and advance airline schedules (accessed in June 2026).

Advance airline schedules provide the basis for projecting seats and enplanements through December 2026. Advance schedules become less reliable as airline networks and routes change over time. To account for this, the short-term forecast applies schedule completion assumptions to scheduled seats—reflecting potential disruptions from weather, maintenance, crew availability, and booking-related adjustments—and applies scenario-specific seat and load-factor adjustments around the Base path to define the High and Low scenarios. Table 26 shows actual seats through May 2026 and the projected schedule completion assumptions and seats by scenario for the remaining short-term forecast months.

Table 26 | Actual Seats and Projected Schedule Completion Assumptions

Month	Schedule Completion Assumption			Seats		
	Base	High	Low	Base	High	Low
January	-	-	-	744,443	744,443	744,443
February	-	-	-	702,409	702,409	702,409
March	-	-	-	846,360	846,360	846,360
April	-	-	-	811,557	811,557	811,557
May	-	-	-	867,204	867,204	867,204
June	100.0%	100.0%	98.0%	889,790	889,790	871,994
July	100.0%	100.0%	98.0%	929,314	929,314	910,728
August	100.0%	100.0%	98.0%	860,541	860,541	843,330
September	99.0%	100.0%	97.0%	799,576	807,653	783,423
October	98.0%	100.0%	96.0%	863,071	880,685	845,458
November	98.0%	100.0%	96.0%	808,193	824,686	791,699
December	97.0%	99.0%	95.0%	799,732	816,222	783,243

Sources: Cirium SRS Analyzer and Unison Consulting, Inc.

Note: Unshaded rows are actual seats through May 2026; SCR is not applied to actual months. Blue-shaded rows show forecast-period SCR assumptions and resulting projected seats.

We apply boarding load factors (BLFs) to projected seats to estimate monthly enplanements. The BLF assumptions in Table 27 reflect seasonal patterns and recent travel patterns. In 2025, the Airport's annual BLF averaged 74.7 percent.

Based on BLF trends through May 2026, we apply scenario-specific boarding load factors to projected seats. The projected annual averages are 74.5 percent in the Base scenario, 75.3 percent in the High scenario, and 73.6 percent in the Low scenario.

Quarterly enplanements, indexed to 2019, have remained relatively steady since 2023 before the recent dip (Figure 39). By December 2026, they are projected to reach 89 percent to 97 percent of 2019 levels, with the Base scenario at 93 percent.

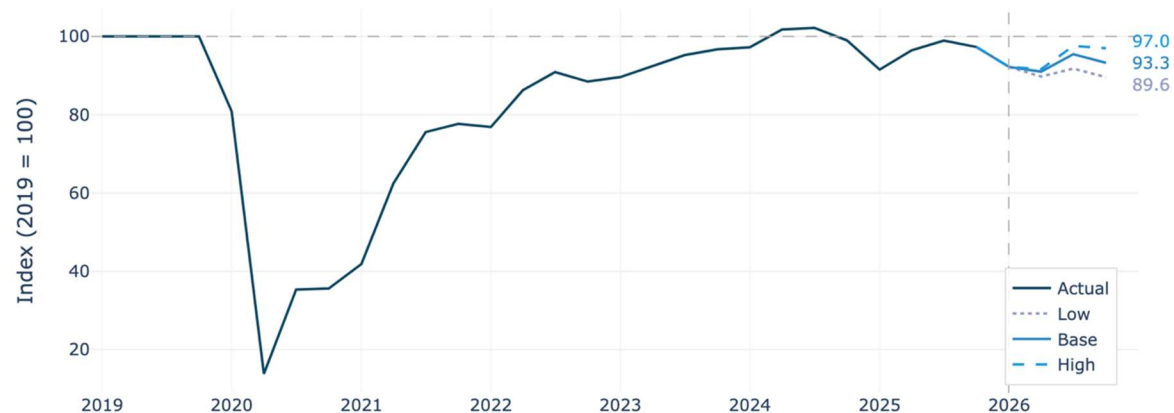
Table 27 | Actual and Projected Boarding Load Factors (BLF)

Month	Historical			2026 Actual/Projected BLF		
	2019	2024	2025	Base	High	Low
January	69.7%	64.9%	64.6%	65.9%	65.9%	65.9%
February	75.2%	71.0%	67.8%	70.5%	70.5%	70.5%
March	78.6%	78.7%	74.9%	74.2%	74.2%	74.2%
April	78.9%	76.2%	72.6%	71.5%	71.5%	71.5%
May	84.6%	83.1%	79.3%	76.9%	76.9%	76.9%
June	86.6%	82.7%	78.4%	78.2%	79.6%	76.7%
July	83.9%	80.8%	78.7%	77.8%	79.3%	76.4%
August	78.2%	76.2%	75.3%	75.1%	76.5%	73.6%
September	77.5%	76.1%	76.4%	76.4%	77.9%	75.0%
October	79.3%	76.5%	77.8%	77.6%	79.1%	76.1%
November	76.5%	73.8%	71.7%	71.7%	73.2%	70.3%
December	79.8%	79.6%	75.1%	75.2%	76.6%	73.8%
Average	79.2%	76.9%	74.7%	74.5%	75.3%	73.6%

Source: Unison Consulting, Inc.

Notes: BLF = enplanements/Cirium SRS seats. Blue-shaded cells are projected; unshaded cells are actual or historical. Forecasts begin in June 2026.

Figure 39 | Quarterly Enplanements: Actual and Forecast Indexed to 2019 Level



Source: Airport records and forecasts by Unison Consulting, Inc.

3.10.3 | Long-Term Phase

After 2026, we transition into the long-term forecasting phase and shift to a demand-driven approach. We assume that traffic growth will follow historical patterns, with market factors driving passenger traffic and airlines adjusting supply to meet demand. Multivariate time series regression analysis provides a rigorous quantitative framework for measuring the impact of market drivers (income and price indicators) on enplanement growth while considering structural changes.

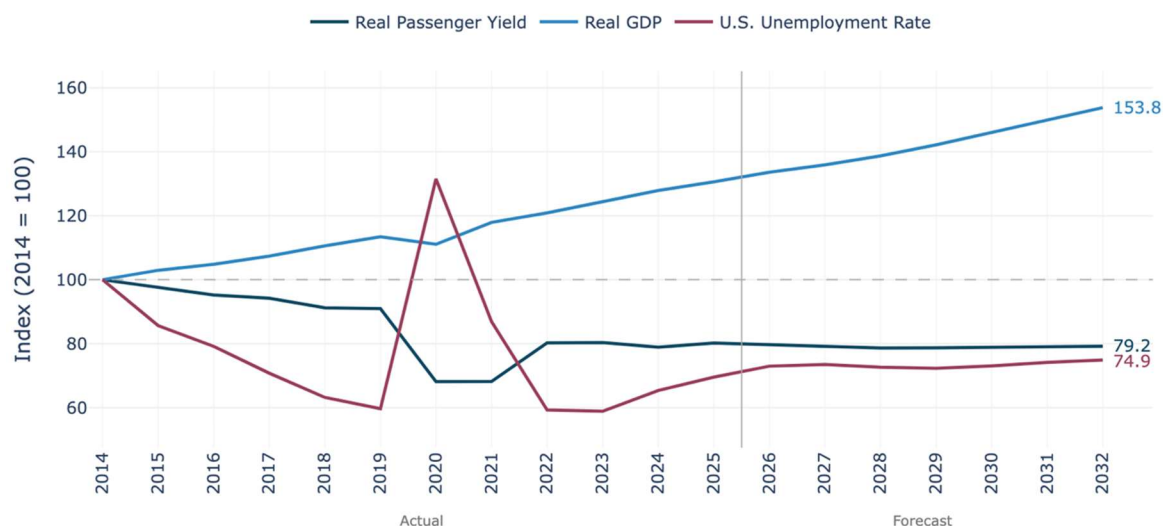
Forecasting using regression analysis involves two steps:

- **Model estimation:** We estimate the regression equation using historical data (2009-2026). The equation includes “coefficients” that measure the effect of each driver on enplanements.
- **Forecast development:** We combine the regression coefficient estimates with projections of market drivers to forecast enplanement growth.

The regression estimation method estimates the coefficients by minimizing the in-sample differences between the actual and fitted enplanement levels.

Consumer demand theory, along with our assessment of structural changes at the Airport and the aviation industry, informs the specification of the regression model. The dependent variable is enplanements. Key explanatory variables include economic indicators (U.S. real GDP, and U.S. unemployment rate) and a price indicator (real passenger yield). Figure 40 presents the historical and forecast Base scenario trends for these variables, indexed to the first displayed year.

Figure 40 | Key Regression Model Explanatory Variables: Historical and Forecast Trends



Sources: Moody's Analytics, U.S. Department of Transportation, and Federal Aviation Administration.

For readability, historical trends in the figure begin in 2014, even though the regression model employs historical data from 2009.

Real Passenger Yield at STL

Consumer theory suggests an inverse relationship between airfare and passenger traffic. Holding all else constant, an increase in price decreases passenger traffic, while a decrease in price increases passenger traffic.

Our measure of price is the average real passenger yield, calculated as total airline passenger revenues divided by revenue passenger miles, adjusted for inflation. This measure controls trip distance and is a better indicator of the price of air travel than average airfare. Regression analysis supports theory, showing a negative and statistically significant regression coefficient for real passenger yield. Short-term real yield growth (2026Q1–2027Q4) is estimated using the historical relationship between airfares and oil and jet fuel prices. Fuel prices are assumed to remain elevated through 2026, thus pushing up real yields, before gradually moderating toward pre-2026 levels by the end of 2027.³³

U.S. Real Gross Domestic Product

Real gross domestic product is a broad inflation-adjusted measure of national economic output. Increases in real GDP generally support passenger demand by reflecting stronger business activity, household income, and travel capacity, while weaker real GDP growth generally signals softer demand conditions.

The Base scenario uses Moody's Analytics' forecast (April 2026 vintage) for U.S. real GDP indicating a CAGR of 2.4 percent from 2025 to 2032. The Low and High enplanement scenarios are percentile-based outcomes from the selected exogenous-driver Monte Carlo simulation around that baseline driver path.

U.S. Unemployment Rate

The unemployment rate is a broad labor-market indicator. A higher unemployment rate generally signals weaker economic conditions and lower household demand for air travel, while a lower unemployment rate generally signals stronger demand conditions.

The model uses U.S. unemployment rate to capture this national labor market effect. The estimated coefficient has the expected negative sign and is marginally significant. In the Base scenario, the U.S. unemployment rate is projected to increase by 0.3 percentage points from 4.3 percent in 2025 to 4.6 percent in 2032.

Structural Changes and Model Specification

The selected model is designed to estimate the Airport's long-term passenger demand trends based on real passenger yield, U.S. real GDP, and U.S. unemployment, with additional controls for American Airlines' historical hub-related changes and connecting activity at the Airport.

Recent carrier-specific service changes are handled separately through the short-term schedule-based forecast bridge, rather than being treated as permanent changes in the Airport's long-term

³³ Short-term crude oil and jet fuel projections come from <https://www.eia.gov/outlooks/steo>.

demand outlook. This helps distinguish temporary operational changes from underlying demand trends.

The model also accounts for major disruptions and structural changes, including:

- COVID-19-related impacts, which temporarily affected both air travel demand and airline supply.
- American Airlines' dehubbing, which changed the Airport's role in the airline network.
- Changes in connecting traffic, which can affect total passenger volumes independent of local demand.

Together, these factors provide an economically grounded and easy-to-interpret basis for forecasting the Airport's long-term enplanement trends, while the schedule-based bridge captures near-term airline service and operational changes.

3.10.4 | Forecast Results

Figure 41 presents the forecast results for enplanements, aircraft departures, and landed weight on STL's fiscal year basis (July 1 to June 30). The enplanement panel also compares the Airport forecast with the 2025 FAA Terminal Area Forecasts (TAF). Table 28 to Table 39 present the forecast details, summarized below. Table 40 presents the O&D breakdown.

- Base scenario: enplanements grow from 7.7 million to 8.5 million, a CAGR of 1.3 percent.
- High scenario: enplanements grow from 7.7 million to 9.6 million, a CAGR of 3.2 percent.
- Low scenario: enplanements decline from 7.7 million to 7.2 million, a CAGR of -1.0 percent.

The Low and High scenarios are percentile-based cases from the selected exogenous-driver Monte Carlo simulations (corresponding to the 25th and 75th percentile outcomes of the simulations). The simulation applies shocks to real passenger yield, U.S. real GDP, and U.S. unemployment rate around the baseline path, preserving cross-driver correlation and one-year serial structure.

2025 FAA TAF – The selected forecast scenarios are reported on STL's fiscal year basis (July 1 to June 30), while the TAF is on federal fiscal year basis (October 1 to September 30). In 2026, the TAF is 0.9 percent below the Base scenario, at 7.47 million enplanements compared with 7.54 million under Base. By 2032, the TAF reaches 8.6 million enplanements, nearly equal to Base, 11.2 percent below High, and 18.3 percent above Low. Its 2025-2032 CAGR is 1.9 percent compared with 1.3 percent under Base.

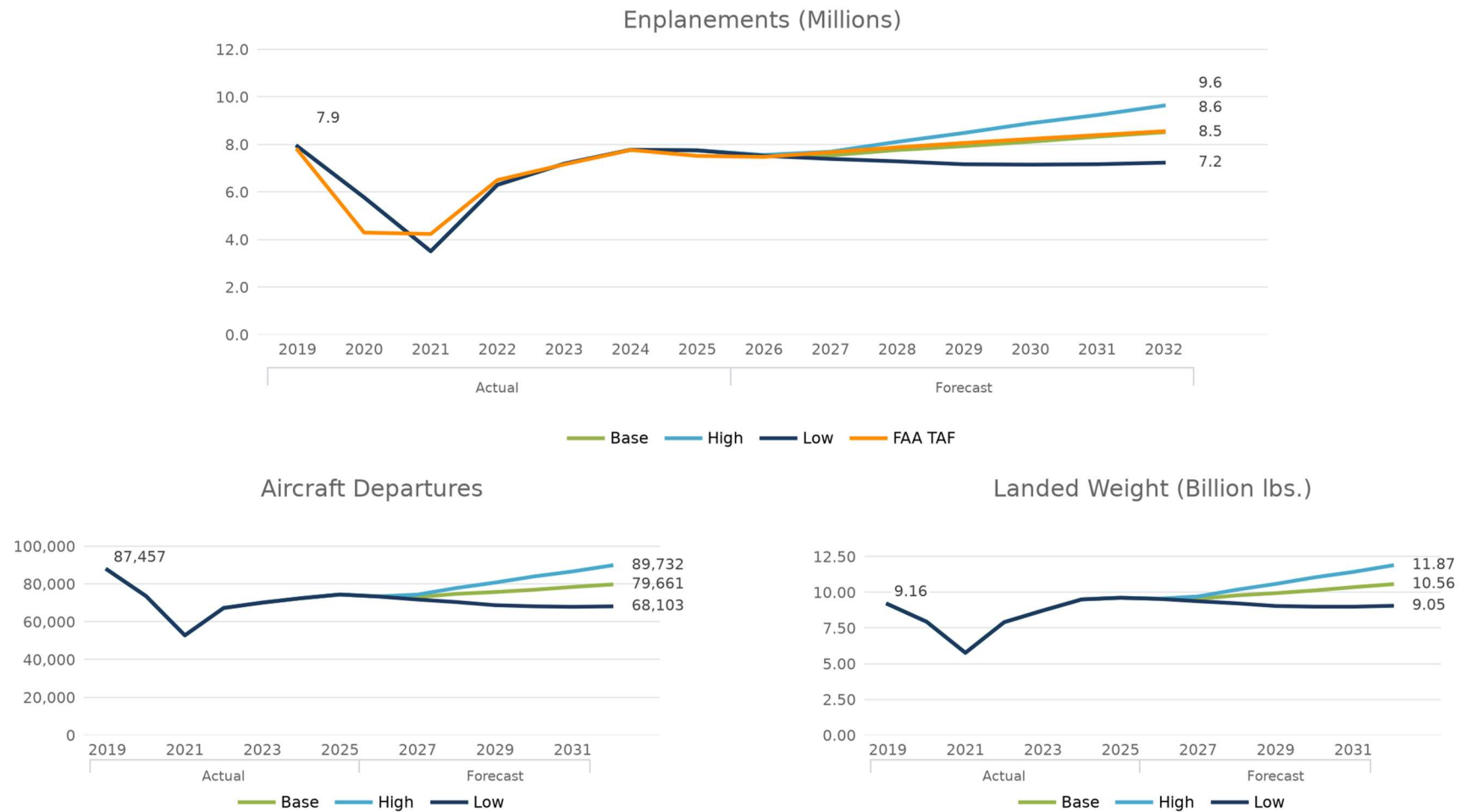
Seats and aircraft departures are forecast based on projected annual enplanements, average seating capacities, and boarding load factors. By the end of the forecast period, annual aircraft departures are anticipated to reach:

- Base scenario: approximately 79,661 annual aircraft departures.
- High scenario: approximately 89,732 annual aircraft departures.
- Low scenario: approximately 68,103 annual aircraft departures.

Landed weight forecasts, derived from projected aircraft landings (assumed to be equal to departures), indicate that by the end of the forecast period, total landed weight will reach:

- Base scenario: approximately 10.6 billion pounds of landed weight.
- High scenario: approximately 11.9 billion pounds of landed weight.
- Low scenario: approximately 9.0 billion pounds of landed weight.

Figure 41 | Forecast Commercial Aviation Activity at STL



STL FY Ending June 30; FAA TAF FFY Ending September 30

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 28 | Forecast Enplanements at STL – Base Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Enplanements (1,000s)									
Southwest	4,945	4,741	4,558	4,694	4,792	4,904	5,031	5,145	0.6%
American	1,024	1,008	1,064	1,095	1,118	1,144	1,174	1,200	2.3%
Delta	725	728	750	773	789	807	828	847	2.2%
United	554	550	600	618	631	646	662	677	2.9%
Other Airlines	494	513	563	579	591	605	621	635	3.6%
Charter	4	4	4	4	4	4	4	5	1.9%
Total	7,747	7,544	7,539	7,763	7,925	8,111	8,321	8,509	1.3%
<i>Annual percent change</i>		-2.6%	-0.1%	3.0%	2.1%	2.3%	2.6%	2.3%	
Enplanement Shares									
Southwest	63.8%	62.6%	60.5%	60.5%	60.5%	60.5%	60.5%	60.5%	
American	13.2%	13.4%	14.1%	14.1%	14.1%	14.1%	14.1%	14.1%	
Delta	9.4%	9.7%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
United	7.2%	7.3%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
Other Airlines	6.4%	6.8%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	
Charter	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 29 | Forecast Seats and Aircraft Departures at STL – Base Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Seats (1,000s)									
Southwest	6,716	6,532	6,287	6,454	6,560	6,691	6,847	6,987	0.6%
American	1,292	1,278	1,337	1,373	1,396	1,423	1,457	1,486	2.0%
Delta	933	934	957	983	999	1,019	1,042	1,064	1.9%
United	680	670	725	745	757	772	790	806	2.5%
Other Airlines	651	693	744	765	778	795	814	831	3.6%
Total	10,272	10,107	10,051	10,319	10,489	10,699	10,949	11,175	1.2%
<i>Annual percent change</i>		-1.6%	-0.6%	2.7%	1.7%	2.0%	2.3%	2.1%	
Aircraft Departures (Landings)									
Southwest	41,576	40,170	38,529	39,437	39,956	40,603	41,402	42,100	0.2%
American	10,720	11,067	11,537	11,809	11,964	12,158	12,397	12,606	2.3%
Delta	7,305	7,691	7,852	8,037	8,142	8,274	8,437	8,579	2.3%
United	7,132	7,620	8,221	8,414	8,525	8,663	8,834	8,983	3.4%
Other Airlines	5,238	4,545	4,523	4,630	4,697	4,778	4,875	4,960	-0.8%
Charter	455	333	361	411	419	429	440	450	-0.1%
All-Cargo	1,946	1,974	1,986	1,982	1,981	1,983	1,982	1,982	0.3%
Total	74,372	73,400	73,008	74,721	75,684	76,888	78,367	79,661	1.0%
<i>Annual percent change</i>		-1.3%	-0.5%	2.3%	1.3%	1.6%	1.9%	1.7%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Actual departures correlate closely with actual landings, although usually with minor differences. For forecast purposes, departures are treated as equal to landings and are used to calculate landed weight.

² Total departures excludes general aviation activity.

Table 30 | Forecast Enplanements per Departure, Seats per Departure, and Boarding Load Factors at STL – Base Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032
Enplanements per Departure								
Southwest	118.9	117.6	118.3	119.0	119.9	120.8	121.5	122.2
American	95.5	91.7	92.2	92.7	93.5	94.1	94.7	95.2
Delta	99.3	95.0	95.6	96.1	96.9	97.6	98.2	98.7
United	77.7	72.6	73.0	73.4	74.0	74.5	75.0	75.4
Other Airlines	94.3	113.6	124.4	125.1	125.9	126.7	127.4	128.0
Total	107.6	106.0	106.6	107.3	108.1	108.8	109.5	110.1
Seats per Departure								
Southwest	161.5	162.6	163.2	163.7	164.2	164.8	165.4	166.0
American	120.6	115.5	115.9	116.3	116.6	117.1	117.5	117.9
Delta	127.7	121.5	121.9	122.3	122.7	123.1	123.6	124.0
United	95.3	87.9	88.2	88.5	88.8	89.1	89.4	89.7
Other Airlines	124.2	152.5	164.6	165.1	165.7	166.3	166.9	167.5
Total	142.7	142.2	142.2	142.7	143.1	143.7	144.2	144.7
Boarding Load Factors								
Southwest	73.6%	72.3%	72.5%	72.7%	73.0%	73.3%	73.5%	73.6%
American	79.2%	79.3%	79.5%	79.8%	80.1%	80.4%	80.6%	80.8%
Delta	77.7%	78.2%	78.4%	78.6%	79.0%	79.2%	79.4%	79.6%
United	81.5%	82.5%	82.7%	83.0%	83.3%	83.6%	83.9%	84.0%
Other Airlines	75.9%	74.5%	75.6%	75.8%	76.0%	76.2%	76.3%	76.4%
Total	75.4%	74.6%	75.0%	75.2%	75.5%	75.8%	76.0%	76.1%

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 31 | Forecast Landed Weight and Average Weight per Landing at STL – Base Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Landed Weight (1,000,000 lbs.)									
Southwest	5,816.6	5,695.2	5,481.6	5,627.5	5,720.0	5,833.7	5,969.9	6,092.4	0.7%
American	1,212.1	1,216.9	1,273.0	1,306.8	1,328.3	1,354.7	1,386.4	1,414.8	2.2%
Delta	872.4	891.4	913.2	937.5	952.9	971.8	994.5	1,014.9	2.2%
United	699.8	692.9	750.1	770.1	782.7	798.3	816.9	833.7	2.5%
Other Airlines	558.8	599.1	660.9	678.9	691.3	706.1	723.3	738.8	4.1%
Charter	37.1	33.2	35.8	38.6	39.4	40.3	41.3	42.3	1.9%
All-Cargo	413.2	417.6	420.3	419.4	419.1	419.6	419.4	419.4	0.2%
Total	9,610.0	9,546.1	9,534.9	9,778.8	9,933.7	10,124.6	10,351.7	10,556.2	1.4%
<i>Annual percent change</i>		-0.7%	-0.1%	2.6%	1.6%	1.9%	2.2%	2.0%	
Avg. Landed Weight (1,000 lbs.)									
Southwest	139.9	141.8	142.3	142.7	143.2	143.7	144.2	144.7	
American	113.1	110.0	110.3	110.7	111.0	111.4	111.8	112.2	
Delta	119.4	115.9	116.3	116.6	117.0	117.5	117.9	118.3	
United	98.1	90.9	91.2	91.5	91.8	92.1	92.5	92.8	
Other Airlines	106.7	131.8	146.1	146.6	147.2	147.8	148.4	148.9	
Charter	81.6	99.7	99.3	93.9	93.9	93.9	93.9	93.9	
All-Cargo	212.4	211.5	211.6	211.6	211.6	211.6	211.6	211.6	
Total	127.3	127.9	128.5	128.9	129.3	129.8	130.2	130.7	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Total landed weight excludes general aviation activity.

Table 32 | Forecast Enplanements at STL – High Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Enplanements (1,000s)									
Southwest	4,945	4,731	4,645	4,901	5,127	5,374	5,583	5,822	2.4%
American	1,024	1,017	1,087	1,144	1,196	1,254	1,303	1,359	4.1%
Delta	725	732	767	807	844	885	919	958	4.1%
United	554	554	613	645	675	707	735	766	4.7%
Other Airlines	494	518	575	605	633	663	689	719	5.5%
Charter	4	4	4	4	4	5	5	5	3.4%
Total	7,747	7,556	7,691	8,106	8,479	8,888	9,233	9,629	3.2%
<i>Annual percent change</i>		-2.5%	1.8%	5.4%	4.6%	4.8%	3.9%	4.3%	
Enplanement Shares									
Southwest	63.8%	62.6%	60.4%	60.5%	60.5%	60.5%	60.5%	60.5%	
American	13.2%	13.5%	14.1%	14.1%	14.1%	14.1%	14.1%	14.1%	
Delta	9.4%	9.7%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
United	7.2%	7.3%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	
Other Airlines	6.4%	6.9%	7.5%	7.5%	7.5%	7.5%	7.5%	7.5%	
Charter	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 33 | Forecast Seats and Aircraft Departures at STL – High Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Seats (1,000s)									
Southwest	6,716	6,532	6,398	6,731	7,010	7,323	7,587	7,897	2.3%
American	1,292	1,278	1,364	1,431	1,490	1,556	1,612	1,678	3.8%
Delta	933	934	976	1,024	1,066	1,114	1,154	1,201	3.7%
United	680	670	740	776	808	844	874	910	4.3%
Other Airlines	651	693	759	796	830	868	900	937	5.4%
Total	10,272	10,107	10,237	10,757	11,204	11,705	12,128	12,624	3.0%
<i>Annual percent change</i>		-1.6%	1.3%	5.1%	4.1%	4.5%	3.6%	4.1%	
Aircraft Departures (Landings)									
Southwest	41,576	40,170	39,212	41,131	42,694	44,440	45,878	47,582	1.9%
American	10,720	11,067	11,765	12,305	12,772	13,295	13,725	14,235	4.1%
Delta	7,305	7,691	8,010	8,374	8,693	9,048	9,341	9,688	4.1%
United	7,132	7,620	8,383	8,765	9,098	9,470	9,777	10,140	5.2%
Other Airlines	5,238	4,545	4,611	4,820	5,009	5,219	5,392	5,595	0.9%
Charter	455	333	368	430	449	470	490	510	1.6%
All-Cargo	1,946	1,974	1,986	1,982	1,981	1,983	1,982	1,982	0.3%
Total	74,372	73,400	74,334	77,807	80,696	83,925	86,584	89,732	2.7%
<i>Annual percent change</i>		-1.3%	1.3%	4.7%	3.7%	4.0%	3.2%	3.6%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Actual departures correlate closely with actual landings, although usually with minor differences. For forecast purposes, departures are treated as equal to landings and are used to calculate landed weight.

² Total departures excludes general aviation activity.

Table 34 | Forecast Enplanements per Departure, Seats per Departure, and Boarding Load Factors at STL – High Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032
Enplanements per Departure								
Southwest	118.9	117.8	118.5	119.2	120.1	120.9	121.7	122.4
American	95.5	91.9	92.4	92.9	93.7	94.3	94.9	95.4
Delta	99.3	95.2	95.8	96.3	97.1	97.8	98.4	98.9
United	77.7	72.8	73.2	73.6	74.2	74.7	75.2	75.6
Other Airlines	94.3	113.9	124.8	125.5	126.3	127.1	127.8	128.4
Total	107.6	106.2	106.8	107.5	108.3	109.0	109.7	110.3
Seats per Departure								
Southwest	161.5	162.6	163.2	163.7	164.2	164.8	165.4	166.0
American	120.6	115.5	115.9	116.3	116.6	117.1	117.5	117.9
Delta	127.7	121.5	121.9	122.3	122.7	123.1	123.6	124.0
United	95.3	87.9	88.2	88.5	88.8	89.1	89.4	89.7
Other Airlines	124.2	152.5	164.5	165.1	165.7	166.3	166.9	167.5
Total	142.7	142.2	142.2	142.7	143.1	143.7	144.2	144.7
Boarding Load Factors								
Southwest	73.6%	72.4%	72.6%	72.8%	73.1%	73.4%	73.6%	73.7%
American	79.2%	79.5%	79.7%	79.9%	80.3%	80.6%	80.8%	80.9%
Delta	77.7%	78.4%	78.6%	78.8%	79.1%	79.4%	79.6%	79.8%
United	81.5%	82.8%	82.9%	83.2%	83.6%	83.8%	84.1%	84.2%
Other Airlines	75.9%	74.7%	75.8%	76.0%	76.2%	76.4%	76.5%	76.6%
Total	75.4%	74.7%	75.1%	75.3%	75.6%	75.9%	76.1%	76.2%

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 35 | Forecast Landed Weight and Average Weight per Landing at STL – High Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Landed Weight (1,000,000 lbs.)									
Southwest	5,816.6	5,695.2	5,578.7	5,869.2	6,112.0	6,385.1	6,615.3	6,885.7	2.4%
American	1,212.1	1,216.9	1,298.1	1,361.7	1,418.1	1,481.4	1,534.8	1,597.5	4.0%
Delta	872.4	891.4	931.5	976.9	1,017.3	1,062.7	1,101.0	1,146.0	4.0%
United	699.8	692.9	764.9	802.2	835.3	872.7	904.1	941.1	4.3%
Other Airlines	558.8	599.1	673.4	706.7	737.3	771.3	800.0	833.3	5.9%
Charter	37.1	33.2	36.5	40.4	42.2	44.1	46.0	47.9	3.7%
All-Cargo	413.2	417.6	420.3	419.4	419.1	419.6	419.4	419.4	0.2%
Total	9,610.0	9,546.1	9,703.5	10,176.4	10,581.3	11,036.9	11,420.7	11,871.0	3.1%
<i>Annual percent change</i>		-0.7%	1.6%	4.9%	4.0%	4.3%	3.5%	3.9%	
Avg. Landed Weight (1,000 lbs.)									
Southwest	139.9	141.8	142.3	142.7	143.2	143.7	144.2	144.7	
American	113.1	110.0	110.3	110.7	111.0	111.4	111.8	112.2	
Delta	119.4	115.9	116.3	116.6	117.0	117.5	117.9	118.3	
United	98.1	90.9	91.2	91.5	91.8	92.1	92.5	92.8	
Other Airlines	106.7	131.8	146.0	146.6	147.2	147.8	148.4	148.9	
Charter	81.6	99.7	99.2	93.9	93.9	93.9	93.9	93.9	
All-Cargo	212.4	211.5	211.6	211.6	211.6	211.6	211.6	211.6	
Total	127.3	127.9	128.5	128.9	129.3	129.8	130.2	130.7	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Total landed weight excludes general aviation activity.

Table 36 | Forecast Enplanements at STL – Low Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Enplanements (1,000s)									
Southwest	4,945	4,711	4,473	4,405	4,331	4,322	4,332	4,371	-1.7%
American	1,024	1,010	1,041	1,028	1,011	1,009	1,011	1,020	-0.1%
Delta	725	728	734	725	713	711	713	720	-0.1%
United	554	550	587	580	570	569	570	575	0.5%
Other Airlines	494	513	550	544	534	533	535	539	1.3%
Charter	4	4	4	4	4	4	4	4	-0.1%
Total	7,747	7,516	7,389	7,286	7,163	7,149	7,164	7,229	-1.0%
<i>Annual percent change</i>		-3.0%	-1.7%	-1.4%	-1.7%	-0.2%	0.2%	0.9%	
Enplanement Shares									
Southwest	63.8%	62.7%	60.5%	60.5%	60.5%	60.5%	60.5%	60.5%	
American	13.2%	13.4%	14.1%	14.1%	14.1%	14.1%	14.1%	14.1%	
Delta	9.4%	9.7%	9.9%	10.0%	10.0%	10.0%	10.0%	10.0%	
United	7.2%	7.3%	7.9%	8.0%	8.0%	8.0%	8.0%	8.0%	
Other Airlines	6.4%	6.8%	7.4%	7.5%	7.5%	7.5%	7.5%	7.5%	
Charter	0.1%	0.0%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	
Total	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 37 | Forecast Seats and Aircraft Departures at STL – Low Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Seats (1,000s)									
Southwest	6,716	6,521	6,178	6,066	5,937	5,905	5,902	5,944	-1.7%
American	1,292	1,276	1,312	1,292	1,264	1,257	1,257	1,266	-0.3%
Delta	933	933	938	924	905	900	900	906	-0.4%
United	680	669	711	701	686	682	682	687	0.1%
Other Airlines	651	691	730	720	706	703	703	708	1.2%
Total	10,272	10,090	9,869	9,702	9,497	9,447	9,444	9,511	-1.1%
<i>Annual percent change</i>		-1.8%	-2.2%	-1.7%	-2.1%	-0.5%	0.0%	0.7%	
Aircraft Departures (Landings)									
Southwest	41,576	40,102	37,862	37,062	36,159	35,833	35,690	35,816	-2.1%
American	10,720	11,047	11,314	11,108	10,838	10,740	10,697	10,735	0.0%
Delta	7,305	7,678	7,698	7,561	7,376	7,310	7,281	7,306	0.0%
United	7,132	7,606	8,060	7,919	7,726	7,656	7,626	7,653	1.0%
Other Airlines	5,238	4,536	4,439	4,360	4,259	4,225	4,211	4,228	-3.0%
Charter	455	333	352	386	381	380	380	383	-2.4%
All-Cargo	1,946	1,974	1,986	1,982	1,981	1,983	1,982	1,982	0.3%
Total	74,372	73,275	71,712	70,379	68,720	68,127	67,868	68,103	-1.3%
<i>Annual percent change</i>		-1.5%	-2.1%	-1.9%	-2.4%	-0.9%	-0.4%	0.3%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Actual departures correlate closely with actual landings, although usually with minor differences. For forecast purposes, departures are treated as equal to landings and are used to calculate landed weight.

² Total departures excludes general aviation activity.

Table 38 | Forecast Enplanements per Departure, Seats per Departure, and Boarding Load Factors at STL – Low Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032
Enplanements per Departure								
Southwest	118.9	117.5	118.1	118.9	119.8	120.6	121.4	122.0
American	95.5	91.5	92.0	92.5	93.2	93.9	94.5	95.0
Delta	99.3	94.8	95.3	95.9	96.6	97.3	97.9	98.5
United	77.7	72.4	72.8	73.2	73.8	74.3	74.8	75.2
Other Airlines	94.3	113.2	123.9	124.7	125.5	126.3	126.9	127.6
Total	107.6	105.9	106.4	107.1	107.9	108.6	109.3	109.9
Seats per Departure								
Southwest	161.5	162.6	163.2	163.7	164.2	164.8	165.4	166.0
American	120.6	115.5	115.9	116.3	116.6	117.1	117.5	117.9
Delta	127.7	121.5	121.9	122.3	122.7	123.1	123.6	124.0
United	95.3	87.9	88.2	88.5	88.8	89.1	89.4	89.7
Other Airlines	124.2	152.4	164.5	165.1	165.7	166.3	166.9	167.6
Total	142.7	142.2	142.3	142.7	143.1	143.6	144.2	144.7
Boarding Load Factors								
Southwest	73.6%	72.2%	72.4%	72.6%	72.9%	73.2%	73.4%	73.5%
American	79.2%	79.2%	79.3%	79.6%	79.9%	80.2%	80.4%	80.6%
Delta	77.7%	78.0%	78.2%	78.4%	78.8%	79.1%	79.3%	79.4%
United	81.5%	82.3%	82.5%	82.8%	83.1%	83.4%	83.6%	83.8%
Other Airlines	75.9%	74.2%	75.3%	75.5%	75.7%	75.9%	76.0%	76.1%
Total	75.4%	74.5%	74.8%	75.1%	75.4%	75.6%	75.8%	76.0%

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

Table 39 | Forecast Landed Weight and Average Weight per Landing at STL – Low Scenario

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Landed Weight (1,000,000 lbs.)									
Southwest	5,816.6	5,685.7	5,386.8	5,288.7	5,176.6	5,148.5	5,146.4	5,183.1	-1.6%
American	1,212.1	1,214.6	1,248.3	1,229.3	1,203.2	1,196.7	1,196.2	1,204.7	-0.1%
Delta	872.4	889.8	895.2	881.9	863.2	858.5	858.2	864.3	-0.1%
United	699.8	691.5	735.3	724.6	709.3	705.4	705.1	710.2	0.2%
Other Airlines	558.8	597.6	648.3	639.6	627.1	624.6	625.0	630.0	1.7%
Charter	37.1	33.2	35.0	36.3	35.8	35.7	35.7	36.0	-0.5%
All-Cargo	413.2	417.6	420.3	419.4	419.1	419.6	419.4	419.4	0.2%
Total	9,610.0	9,529.9	9,369.4	9,219.7	9,034.2	8,989.1	8,986.1	9,047.6	-0.9%
<i>Annual percent change</i>		-0.8%	-1.7%	-1.6%	-2.0%	-0.5%	0.0%	0.7%	
Avg. Landed Weight (1,000 lbs.)									
Southwest	139.9	141.8	142.3	142.7	143.2	143.7	144.2	144.7	
American	113.1	109.9	110.3	110.7	111.0	111.4	111.8	112.2	
Delta	119.4	115.9	116.3	116.6	117.0	117.4	117.9	118.3	
United	98.1	90.9	91.2	91.5	91.8	92.1	92.5	92.8	
Other Airlines	106.7	131.8	146.0	146.7	147.2	147.8	148.4	149.0	
Charter	81.6	99.7	99.4	93.9	93.9	93.9	93.9	93.9	
All-Cargo	212.4	211.5	211.6	211.6	211.6	211.6	211.6	211.6	
Total	127.3	127.9	128.5	128.9	129.3	129.8	130.2	130.7	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

¹ Total landed weight excludes general aviation activity.

Table 40 | Forecast Enplanement Composition by O&D and Connecting Air Passenger Traffic at STL

Fiscal Year	Actual 2025	2026	2027	2028	Forecast 2029	2030	2031	2032	CAGR 2025-2032
Base									
Total EP (1,000s)	7,747	7,544	7,539	7,763	7,925	8,111	8,321	8,509	1.3%
O&D EP (1,000s)	5,892	5,831	5,815	5,974	6,085	6,213	6,359	6,487	1.4%
O&D Share	76.1%	77.3%	77.1%	77.0%	76.8%	76.6%	76.4%	76.2%	
<i>Annual percent change</i>		-1.0%	-0.3%	2.7%	1.8%	2.1%	2.4%	2.0%	
Connecting EP (1,000s)	1,855	1,713	1,723	1,788	1,840	1,898	1,962	2,022	1.2%
Connecting Share	23.9%	22.7%	22.9%	23.0%	23.2%	23.4%	23.6%	23.8%	
<i>Annual percent change</i>		-7.6%	0.6%	3.8%	2.9%	3.1%	3.4%	3.0%	
Low									
Total EP (1,000s)	7,747	7,516	7,389	7,286	7,163	7,149	7,164	7,229	-1.0%
O&D EP (1,000s)	5,892	5,812	5,700	5,607	5,499	5,476	5,475	5,511	-0.9%
O&D Share	76.1%	77.3%	77.1%	77.0%	76.8%	76.6%	76.4%	76.2%	
<i>Annual percent change</i>		-1.4%	-1.9%	-1.6%	-1.9%	-0.4%	0.0%	0.7%	
Connecting EP (1,000s)	1,855	1,704	1,689	1,679	1,663	1,673	1,690	1,718	-1.1%
Connecting Share	23.9%	22.7%	22.9%	23.0%	23.2%	23.4%	23.6%	23.8%	
<i>Annual percent change</i>		-8.1%	-0.9%	-0.6%	-0.9%	0.6%	1.0%	1.7%	
High									
Total EP (1,000s)	7,747	7,556	7,691	8,106	8,479	8,888	9,233	9,629	3.2%
O&D EP (1,000s)	5,892	5,842	5,933	6,239	6,510	6,808	7,055	7,341	3.2%
O&D Share	76.1%	77.3%	77.1%	77.0%	76.8%	76.6%	76.4%	76.2%	
<i>Annual percent change</i>		-0.8%	1.6%	5.1%	4.3%	4.6%	3.6%	4.0%	
Connecting EP (1,000s)	1,855	1,713	1,758	1,868	1,969	2,080	2,177	2,288	3.0%
Connecting Share	23.9%	22.7%	22.9%	23.0%	23.2%	23.4%	23.6%	23.8%	
<i>Annual percent change</i>		-7.6%	2.6%	6.2%	5.4%	5.6%	4.7%	5.1%	

Sources: Airport records, Cirium SRS airline seats, and forecasts by Unison Consulting, Inc.

3.11 | Forecast Risk and Uncertainty

Forecasts are inherently uncertain because they depend on future economic conditions, developments in the airline industry, consumer behavior, and other factors that cannot be predicted with certainty. While the Base Scenario represents the most likely outcome, actual results may differ from forecast values due to unforeseen events or changes in underlying assumptions. The Airport operates in a dynamic environment with various interconnected factors, many of which are volatile and uncertain.

3.11.1 | Economic Conditions

Demand for air travel is closely tied to economic conditions at the national and regional levels. Economic recessions, elevated inflation, high interest rates, adverse trade policies, reduced consumer confidence, or declines in business activity can reduce discretionary travel.

The Airport benefits from a diverse economic base; however, broader economic conditions could adversely affect demand for air travel within the Airport's service area. Economic conditions remain subject to uncertainty arising from inflation, interest rates, federal fiscal and trade policies, labor market conditions, and global economic developments. Changes in these factors could influence household spending, business investment, and travel demand over the forecast period.

3.11.2 | Airline Industry Risks

The Airport's passenger activity depends not only on underlying demand but also on airlines' financial health, strategic decisions, and operational capabilities. The U.S. airline industry remains cyclical and subject to periodic financial, operational, and competitive pressures that can influence service levels at individual airports. Airline profitability is affected by economic conditions, passenger demand, fuel prices, labor costs, aircraft ownership expenses, competitive pricing, regulatory requirements, and other operating costs. During periods of financial stress, airlines may reduce capacity, suspend unprofitable routes, defer fleet expansion, or reallocate aircraft to markets offering stronger financial returns. Such actions may reduce passenger traffic.

In addition to financial considerations, airline service decisions are increasingly influenced by aircraft delivery delays, engine maintenance programs, shortages of qualified pilots and mechanics, and the availability of aircraft. These industry-wide supply constraints may limit airlines' ability to expand service even in markets where passenger demand remains strong and could delay planned capacity additions at individual airports.

Airline service decisions are also influenced by industry consolidation, financial restructuring, and changes in competitive strategy. Mergers, acquisitions, bankruptcies, and other corporate transactions may result in network realignments, changes in hub strategies, route restructuring, or reductions in service at individual airports. While consolidation has generally strengthened the financial condition of the U.S. airline industry over the long term, future structural changes could affect the level and composition of service at the Airport.

Airline growth also depends on the availability of aircraft and qualified personnel. Manufacturing delays, supply chain disruptions, engine inspections, certification requirements, and production constraints affecting aircraft manufacturers may delay fleet deliveries or reduce aircraft

availability, limiting airlines' ability to expand service even where passenger demand remains strong. Similarly, shortages of pilots, maintenance technicians, air traffic controllers, or other skilled personnel may constrain airline operations or increase operating costs. Although these conditions are expected to ease over time, their duration and magnitude remain uncertain.

Overall, airline network decisions increasingly reflect profitability, fleet availability, labor resources, and strategic priorities in addition to local passenger demand. Consequently, future changes in airline service at the Airport may occur independently of changes in underlying market conditions.

3.11.3 | Airline Concentration Risk

Southwest Airlines is the largest carrier at the Airport and accounts for a significant share of passenger traffic. As a result, passenger traffic at the Airport may be disproportionately affected by changes in Southwest Airlines' business strategy, network planning, fleet deployment decisions, financial condition, labor relations, or competitive position. There is no assurance that Southwest Airlines will maintain current service levels at the Airport. Any significant reduction in Southwest Airlines' operations could adversely affect passenger activity.

Although Southwest is the Airport's largest carrier, STL also benefits from significant service provided by American, Delta, United, and several low-cost carriers. This diversified airline presence partially mitigates the risks associated with changes in any individual airline's network strategy.

3.11.4 | Geopolitical Events and International Developments

The aviation industry is affected by geopolitical events and developments around the world. Military conflicts, acts of terrorism, civil unrest, cyberattacks, trade disputes, economic sanctions, diplomatic tensions, restrictions on international travel, airspace closures, disruptions to global supply chains, and other geopolitical developments may adversely affect passenger demand, airline operations, fuel prices, economic activity, and consumer confidence.

Such events may reduce air travel demand, alter airline schedules and route networks, increase operating costs, disrupt aircraft manufacturing and maintenance supply chains, or have other effects on the aviation industry. The duration, severity, and geographic scope of such events are difficult to predict, and their effects may extend beyond the locations directly involved.

Although the Airport primarily serves domestic passengers and is not highly dependent on international traffic, significant geopolitical events may adversely affect overall passenger activity and airline service levels. The occurrence, duration, or effects of future geopolitical developments are largely unpredictable.

3.11.5 | Public Health Events and Pandemics

Public health events remain a source of uncertainty for the aviation industry. Although COVID-19 no longer materially affects passenger demand, future pandemics or disease outbreaks could temporarily reduce travel demand, disrupt airline operations, or result in travel restrictions. Because the timing, severity, and duration of such events cannot be predicted, they remain a source of forecast uncertainty.

3.11.6 | Structural Demand Changes

Long-term changes in demographics, remote work, business travel practices, consumer preferences, technological innovation, and airline business models may alter future air travel demand in ways that differ from historical relationships. Such structural changes are difficult to quantify but may influence both the level and composition of future passenger traffic. At the same time, continued growth in leisure travel, remote work flexibility, population migration, and increasing demand for visiting friends and relatives (VFR) travel may support passenger demand in many domestic markets.

3.11.7 | Infrastructure and Capacity and Airspace Risks

The ability of the Airport and the national aviation system to accommodate future passenger demand depends on the continued reliability and capacity of airport infrastructure, air traffic control (ATC) facilities, and the broader air transportation network. Although the Airport currently has sufficient runway, terminal, and landside capacity to accommodate forecast passenger activity levels, operational constraints affecting the Airport or the national airspace system could temporarily reduce airline schedules, increase delays, or limit future growth.

The FAA continues to modernize the nation's aging ATC infrastructure through equipment upgrades, airspace redesign, and the implementation of the Next Generation Air Transportation System (NextGen). While these initiatives are intended to improve operational efficiency and increase system capacity over the long term, their implementation will require continued investment and may be affected by funding, technology, staffing, or program execution challenges. Implementation will occur over multiple years, and operational constraints may continue during the transition. In the interim, air traffic congestion, equipment outages, controller staffing shortages, or other operational disruptions at major airports or within the national airspace system could affect airline operations at the Airport.

Airport infrastructure projects also require periodic construction, rehabilitation, and modernization to maintain safe and efficient operations. Although these projects are generally planned to minimize operational impacts, construction activities may temporarily reduce operational flexibility or passenger convenience.

3.11.8 | Climate / Extreme Weather

Severe weather events—including winter storms, severe thunderstorms, hurricanes, tornadoes, heavy rainfall, flooding, extreme heat, and other adverse weather conditions—may temporarily disrupt airline operations, reduce passenger activity, or delay airport capital projects. While weather-related disruptions are generally temporary and are not expected to materially affect long-term passenger demand, increasingly frequent or severe weather events may contribute to greater operational volatility over time. Overall, these events may cause temporary flight cancellations, delays, and operational disruptions but generally have limited long-term effects on passenger demand unless they result in prolonged damage to airport infrastructure.

3.11.9 | Emerging Opportunities

Although the Base Forecast reflects the Consultant's most likely outlook based on current economic conditions, airline schedules, and industry trends, several developments could result in passenger

traffic exceeding the forecast. Continued improvements in aircraft technology represent one such opportunity. The introduction of new-generation aircraft, including the Boeing 787 Dreamliner, Airbus A330neo, and Airbus A321XLR, has significantly improved the economics of long-haul service by reducing operating costs and allowing airlines to profitably serve markets with lower passenger volumes than was practical with earlier aircraft. These aircraft provide airlines with greater flexibility to match capacity with demand and have expanded opportunities for nonstop international service at medium-sized O&D airports such as STL.

Recent additions of British Airways' nonstop service to London and Lufthansa's expanded Frankfurt service demonstrate the Airport's ability to support international air service under evolving airline fleet strategies. As airlines continue modernizing their fleets and optimizing global networks, STL may benefit from additional domestic or international service, expanded frequencies, or deployment of larger aircraft. Such developments could increase passenger traffic beyond the levels assumed in the Base Forecast. Because the timing and extent of future airline service additions depend on airline business decisions and competitive market conditions, these potential opportunities have not been explicitly incorporated into the forecast but represent sources of potential upside over the forecast period.

3.12 | Summary

Commercial aviation activity at STL has largely recovered from the unprecedented disruptions experienced during the pandemic and has resumed a trajectory consistent with the Airport's long-term role as the primary commercial airport serving the St. Louis metropolitan area. The Airport benefits from a large origin-and-destination passenger base, diversified airline service, competitive passenger fares, a geographically advantageous service area with limited competition from nearby commercial airports, and a diverse regional economy that supports stable demand for air travel.

The forecasts developed for this study combine near-term airline schedule information with long-term econometric modeling to project enplanements, aircraft operations, landed weight, and related activity under Base, High, and Low scenarios. The Base Scenario represents the most likely outcome based on current economic conditions, airline schedules, industry trends, and forecast assumptions. Although future passenger activity will remain subject to economic cycles, airline industry developments, infrastructure constraints, and other external factors discussed in Section 3.11, the Airport's market fundamentals support continued long-term growth in commercial aviation activity. These forecasts provide the basis for the financial projections and debt service coverage analysis presented in Section 5.

SECTION 4 | AIRPORT USE AND LEASE AGREEMENT

The AULA was extended by an additional two years under the Third Amendment and is scheduled to expire on June 30, 2027. The Third Amendment was executed by eleven Signatory Airlines, which comprise approximately 99.4 percent of total enplanements projected for FY2027.

As previously discussed in Section 1, the Third Amendment approved a list of projects (Exhibit Y) for Airport management to start during the period of this agreement based on certain conditions that were further outlined under the Program Governance Management Plan (Exhibit Z). Exhibit Z outlined the phased execution of certain project categories that encompassed the various projects listed on Exhibit Y. The phased approval was based on the successful completion of Design Benchmarks at primarily three percentage levels: Stage A – 30% Design Benchmark, Stage B – 60% Design Benchmark, and the final approval level Stage C – 90% Design Benchmark, which effectively means that the CTP design has been fully approved by the Airlines. The determination of the approval at each stage is based on various committees created by Exhibit Z and approved at each stage by the Signatory Airlines. In short, after Stage A, the Signatory Airlines have the ability to halt the projects based on certain criteria. Below is a brief recap of the project approval levels:

- Stage A – The Signatory Airlines and the City agreed to authorize funding not to exceed \$306,800,000.
- Stage B – Upon final approval by the Executive Steering Committee (ESC) of the 60% CTP Design Benchmark, an additional not-to-exceed amount of \$245,320,000 is approved.
- Stage C – In the final stage of approval by the ESC of the 90% CTP Phase Design Benchmark, the Signatory Airlines and the City agree to the remaining spending of the Third Amendment Projects totaling \$98,280,000

In the event it is determined that the projects included in the various Stages have increased in cost, this would require review and approval by the Signatory Airlines.

The Third Amendment also preserves the underlying rate methodology and other rate-making procedures, such as the Additional Airline Requirement (as described below), resulting in a residual aspect of the AULA. The AULA sets forth the procedures for calculating landing fees and terminal building space rentals, as well as certain other fees and charges, as further discussed below.

4.1 | Terminal Rental Rate

Under Section 605 of the AULA, the terminal rate is calculated based on the sum of the total costs attributable to each Terminal Building, which are comprised of the items listed below to establish the Initial Terminal Requirement:

- Direct and indirect Operating and Maintenance Expenses allocable to each of the Terminal Cost Centers.

- 50 percent of the Terminal Roadways Cost Center costs allocated to each Terminal Cost Center based on the percentage that results from dividing the Useable Space in each of the respective Terminal Buildings by the aggregate Useable Space in both Terminal Buildings.
- Amortization of Capital Improvements made in, or allocable to, each Terminal Cost Center and put into service before July 1, 2011.
- Annual Debt Service associated with Capital Improvements made in, or allocable to, each of the Terminal Cost Centers, and put into service on or after July 1, 2016, in accordance with Section 702 of the AULA.
- Annual Debt Service associated with Capital Improvements made in, or allocable to, each of the Terminal Cost Centers, put into service on or after July 1, 2011, and approved by a Majority-In-Interest in accordance with Subsection 703(B) of the AULA.
- Annual Depreciation Charges or annual Debt Service, related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii) of the AULA, and made in, or allocated to, each of the Terminal Cost Centers, if any.
- Any replenishment of the Debt Service Reserve Account required by the Indenture and allocated between each of the Terminal Cost Centers based on the Allocation of Amortization and Debt Service.
- Any replenishment of the Renewal and Replacement Fund required by the Indenture because of an expenditure made in, or allocable to, each of the Terminal Cost Centers.
- The share of the Debt Service Stabilization Fund Contribution is allocated to each Terminal Cost Center.

The net costs attributable to each Terminal cost center shall then be calculated by subtracting the following amounts from the total cost attributable to each:

- The amount of aggregate rent payable for Apron-Level Unenclosed Space in accordance with Subsection 502(D) of the AULA by all Signatory Airlines at each Terminal Building.
- Non-signatory Terminal Rents from each Terminal Building.
- Rate Mitigation Program credits available for that fiscal year, as allocated to each Terminal Cost Center.

The Initial Terminal Rental Rate applicable to each of the Terminal Buildings will then be calculated by dividing the net costs attributable to each Cost Center by the Usable Space in each of the respective Terminal Buildings. The corresponding Initial Terminal Requirement will be calculated by multiplying the Initial Terminal Rental Rate for each Terminal Building by each building's respective Rented Space.

The Additional Terminal Rental Rate applicable to each of the Terminal Buildings will be calculated by dividing the Additional Airline Requirement allocated to each Terminal Cost Center by the

Rented Space in each of the respective Terminal Buildings. The Total Terminal Rental Rate applicable to each of the Terminal Buildings will be the sum of the Initial Terminal Rental Rate and the Additional Terminal Rental Rate for each. The Additional Airline Requirement is discussed in more detail below.

The City will establish annually a Terminal Rental Rate at each Terminal Building applicable to non-signatory Airlines equal to the respective Total Terminal Rental Rates calculated in accordance with the AULA.

The City will establish annually fair and reasonable charges for the use of the International Facilities.

4.2 | Landing Fees

Under the terms of the AULA under Section 606, the Signatory Airlines are charged landing fees calculated based on the total annual costs of the Airfield, which are comprised of the items listed below:

- Direct and indirect O&M Expenses allocable to the Airfield Cost Center.
- Amortization of Capital Improvements made in, or allocable to, the Airfield Cost Center and put into service before July 1, 2011.
- Annual Debt Service associated with Capital Improvements made in, or allocable to, the Airfield Cost Center, and put into service on or after July 1, 2016, in accordance with Section 702 of the AULA.
- Annual Debt Service associated with Capital Improvements made in, or allocated to, the Airfield Cost Center, put into service on or after July 1, 2011, and approved by a Majority-In-Interest pursuant to Subsection 703(B) of the AULA.
- Annual Depreciation Charges or annual Debt Service related to Capital Improvements undertaken pursuant to Subsection 705(A)(i)-(vii) of the AULA, and made in, or allocated to, the Airfield Cost Center, if any.
- Any replenishment or rebate of the Debt Service Reserve Account required by the Indenture and allocated to the Airfield Cost Center based on the Allocation of Amortization and Debt Service.
- Any replenishment of the Renewal and Replacement Fund required by the Indenture because of an expenditure made in, or allocable to, the Airfield Cost Center.
- The share of the Debt Service Stabilization Fund Contribution allocated to the Airfield Cost Center.

The total of the items listed above shall then be reduced by the sum of the items below to establish the Initial Airfield Requirement:

- Non-signatory Airline landing fees
- General aviation landing fees
- Military use fees
- Fuel flowage fees
- Remote parking fees
- Rent paid to the City by the airline consortium leasing the fuel farm
- Rate Mitigation Program credits available for that fiscal year, as allocated to the Airfield Cost Center

The landing fee rate will then be calculated by dividing the sum of the Initial Airfield Requirement and the Additional Airline Requirement (defined below), allocable to the Airfield Cost Center by the aggregate landed weight of all Signatory Airlines and their affiliates for the fiscal year.

The City will establish annually a landing fee rate applicable to non-signatory airlines that have signed an airline operating agreement equal to 125 percent of the landing fee rate calculated in accordance with the AULA, excluding designated affiliates.

4.3 | Additional Airline Requirement

Under the terms of the AULA, the Airport is allowed to add an Additional Airline Requirement, when applicable, to the respective Signatory Airline rates (airfield and terminal) to meet all requirements, including debt service, in a particular fiscal year. This component of the rate methodology results in creating a residual aspect to the AULA by ensuring all total Airport Requirements are covered through the rate methodology. The Additional Airline Requirement is calculated by taking the difference between: (1) the sum of the annual Operating and Maintenance Expenses, annual Debt Service, the annual amount of the Debt Service Stabilization Fund Contribution, and the annual Airport Development Fund Deposit; and subtracting (2) the sum of the Initial Requirement, the annual Non-Airline Revenues, Other Airline Revenues, the annual Interest Income, the annual Pledged PFC Revenues, Federal Relief Proceeds³⁴, and the annual amount of Rate Mitigation Program credits.

³⁴ Federal Relief Proceeds are comprised of funding from Coronavirus Aid, Relief and Economic Security Acts (CARES), Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA), and American Rescue Plan Act (ARPA). The Airport received a letter from Hardwick Law Firm, LLC, in its capacity as Co-Bond Counsel to the City for matters related to the Airport, dated April 23, 2020, to the effect that CARES Act funds are GARB Revenues as further defined by the Indenture.

The Additional Airline Requirement may be a positive or negative number and, starting in FY2019, is allocated 100 percent to the Terminal Cost Centers in accordance with the proportionate share of rented space between Terminals 1 and 2.

4.4 | Rate Mitigation Program

The Rate Mitigation Program is structured to provide a continuing incentive for growth in air service at the Airport. Subject to the availability of funds and annual appropriations, the City will transfer funds from the Debt Service Stabilization Fund in an amount not to exceed \$13.7 million each fiscal year for the purpose of mitigating the amount of the then current Rents, Fees, and Charges; provided, however, that the Debt Service Stabilization Fund shall be replenished annually by an amount equal to the amount appropriated for use in the Rate Mitigation Program during such Fiscal Year. Rate Mitigation Program credits shall be allocated among each of the Airline Cost Centers based on the Allocation of Amortization and Debt Service.

4.5 | Passenger Loading Bridge Charge

Under Section 604 of the AULA, new airline cost centers were established (Terminal 1 Loading Bridges and Terminal 2 Loading Bridges) to account for all operating and capital costs associated with the loading bridges owned by the City. The Loading Bridge Charge to recover all the associated costs is computed by first adding together the following costs:

- Direct and indirect Operating and Maintenance Expenses, if any, allocable to the Passenger Loading Bridges Cost Center.
- The Depreciation Charge or Debt Service, as the case may be, of each new passenger loading bridge acquired by the City on or after July 1, 2011.

The total costs allocable to the Passenger Loading Bridges Cost Center is then divided by the total number of passenger loading bridges acquired by the City on or after July 1, 2011. The monthly Passenger Loading Bridge Charge shall be 1/12 of the annual Passenger Loading Bridge Charge. Unless otherwise provided for in one or more separate agreements, airlines will pay the City \$2,500 each month for the use of each assigned City-owned passenger loading bridge that was acquired prior to July 1, 2011.

SECTION 5 | FINANCIAL ANALYSIS

This section presents the framework for the financial operation of the Airport, including key provisions of the Indenture and the AULA. In addition, a review of the Airport's recent historical financial performance, and projections regarding the Airport's ability to generate sufficient Revenues to (1) pay Operation and Maintenance (O&M) Expenses, and (2) meet all of the funding requirements of the Indenture during the forecast period FY2026-2032. This section also discusses the information and assumptions underlying the financial projections. The financial projections discussed below do not include any revenue or expenses associated with the CTP.

It should be noted that due to the timing of completing the initial close of FY2026, this Report does not show the growth rate of the latest results of the five-year period ending for FY2026. For this reason, the analysis for the five-year period of FY2021–2025, and for the financial projections shows the growth from the FY2026 and FY2027 approved budgets and how the financial period is expected to grow based on the latest information available. The current comparison of the FY2025 Actual O&M versus FY2026 O&M Budget shows an anticipated increase over the actuals of approximately 22 percent. However, the anticipated increase from the FY2026 Budget to the FY2027 Budget is approximately 2.6 percent. The FY2027 Budget is used as the basis for the remainder of the financial projection period through FY2032.

5.1 | The Indenture

The Series 2026 Bonds are being issued pursuant to the Indenture and are limited obligations of the City payable solely from Revenues (as defined in the Indenture). The Indenture establishes priorities for the application of Revenues to various funds and accounts as shown on Figure 42.

The City has authorized and approved the execution and delivery of a Third Amended and Restated Indenture of Trust (the "Proposed Third Restated Indenture") which contains certain amendments to the Indenture which, among other things, would update and modernize certain provisions, revise certain terms and covenants, and make such other amendments to the Indenture in connection with the ongoing administration and issuance of GARBs (collectively, the "Proposed Amendments"). The Proposed Amendments will include the establishment of a coverage fund and creation of a common debt service reserve fund, among other amendments to other provisions of the Indenture. As of the date of this Report, the City has received all required consents and is working with the Trustee to satisfy the other applicable requirements to make the Proposed Amendments effective. After the delivery of the Series 2026 Bonds and the satisfaction of the applicable requirements and/or conditions, the City will designate a date to make the Proposed Amendments effective and transition to the Proposed Third Restated Indenture (the "Transition Date"). On and after the Transition Date, the covenants of the City and the rights, obligations and duties of the City, the Trustee and bondholders will be governed by the Proposed Third Restated Indenture. For a description of the Proposed Amendments, see APPENDIX D – "Proposed Third Amended and Restated Indenture" attached to the Official Statement. For this transaction, the deposits to the various funds and the coverage requirements summarized below were assumed to be as under the Indenture in the preparation of the financial forecast used for the issuance of the Series 2026 Bonds

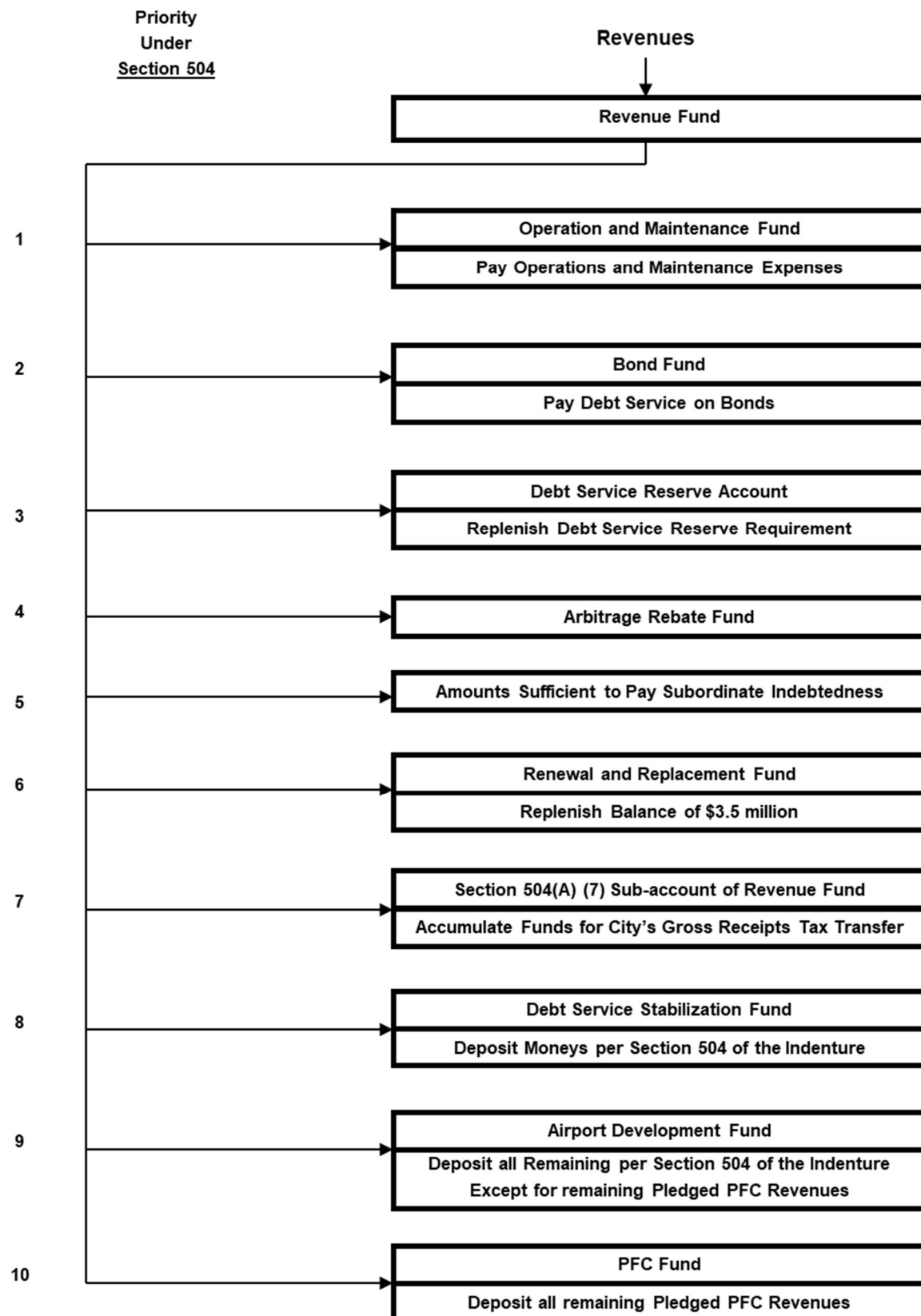
and not pursuant to the Proposed Third Restated Indenture which will not become effective until the Transition Date.

Revenues are to first be deposited into the Revenue Fund, which then flows to the O&M Fund to pay those operation and maintenance expenses (O&M expenses). The remaining Revenues are available for deposit, in the following order of priority in the specified funds and accounts of the City:

- The Bond Fund (for payment of Debt Service).
- The Debt Service Reserve Account (to restore any deficiency and maintain a balance equal to the Debt Service Reserve Requirement).
- The Arbitrage Rebate Fund (to fund the Rebate Amount).
- Amounts sufficient to pay Subordinate Indebtedness, if any, in accordance with the authorizing and implementing requirements in the documents relating to such Subordinate Indebtedness.
- The Renewal and Replacement Fund (to maintain a balance of \$3.5 million).
- The City's Sub-Account of the Revenue Fund (to pay the 5 percent of the GARB Revenues (gross receipts tax) required under Section 504.B of the Indenture).
- The Debt Service Stabilization Fund pursuant to the calculations set forth in Section 504. A of the Indenture.
- The remainder to the ADF, except for remaining Pledged PFC Revenues that are deposited in the PFC Account (as further provided in the Indenture).

See APPENDIX D – “Proposed Third Amended and Restated Indenture” of the Official Statement for a description of the Proposed Amendments relating to the flow of funds which will become effective on the Transition Date.

Figure 42 | Flow of Funds Airport Use and Lease Agreement and Indenture



Airport Accounting

The City operates the Airport as an Enterprise Fund in accordance with generally accepted accounting principles (GAAP) applicable to governmental entities. Financial statements for the Airport are prepared each fiscal year based on GAAP and audited by independent certified public accountants. The Airport also maintains internal financial statements, which contain more detailed itemization of revenues and expenses. The audited financial statements of the Airport for fiscal year ended June 30, 2025 is included in Appendix B of the Official Statement.

Airport Cost Accounting

Airport management has implemented a cost/revenue accounting system to facilitate the monitoring of revenue and O&M expenses and the calculation of Airport rates and charges. The cost/revenue centers include the following:

- Airfield
- Terminals (1 and 2)
- Passenger Loading Bridges
- Other Building and Areas
- Parking

5.1.1 | Revenues

Under the Indenture, Revenues are comprised of GARB Revenues, Pledged PFC Revenues, and any other available moneys deposited in the Revenue Fund, including investment income. GARB Revenues are further defined in the Indenture.

Table 41 provides a historical summary of audited actual Revenues for FY2021-2025. In order to mitigate the impact of the COVID-19 pandemic on airline rates during the period FY2021 to FY2025, Airport management used a portion of the Federal Relief Proceeds that were awarded during this period totaling \$96.9 million. During the period FY2021-2025, total GARB Revenues before applying Federal Relief Proceeds increased approximately \$76.3 million, or an average annual growth rate of 14.1 percent, which was comprised of increases in total Signatory Airline fees of approximately \$31.9 million, total Concession Fees of approximately \$30.5 million, and Other-Operating revenues of approximately \$6.4 million, which will all be discussed in more detail below.

Table 42 presents the Airport's approved FY2026 and FY2027 Airport Revenue Budgets, and Airport Revenue projections for FY2028-2032 based on Unison's financial projections for this period based on base activity forecast discussed in Section 3 and historical revenue per enplanement factors, escalation factor and additional input from Airport management. Total Airport Revenues are projected to increase from \$252.2 million in FY2026 Budget to \$304.2 million in FY2032, or an average annual growth rate of 3.2 percent. The budgeted FY2026 revenues include approximately \$3.3 million of Federal Relief Proceeds, which represents the final Federal Relief Proceeds remaining.

The following sections further describe the major revenue accounts, explain historical trends and variances, and describe the underlying assumptions for the projections.

See APPENDIX D – “Proposed Third Amended and Restated Indenture” of the Official Statement for a description of the Proposed Amendments relating to the definition of “Revenues” under the Proposed Third Amended and Restated Indenture which will become effective on the Transition Date.

5.1.2 | Signatory Airline Rates and Charges

Signatory Airline fees consist of landing fees and terminal building space rentals received from the Signatory Airlines in accordance with the rates and charges provisions outlined in the Amended AULA.

As shown in Table 41, total Signatory Airline fees increased approximately \$31.9 million during the FY2021-2025 period at an average annual growth rate of 14.4 percent. This increase was comprised of Signatory Landing Fees rising approximately \$23.5 million or 13.0 percent during the period and Terminal Rents by approximately \$8.5 million or 20.7 percent during the period. The increases were primarily due to O&M expenses increasing as traffic activity returned, coupled with the reduced Federal Relief Proceeds, which resulted in Signatory Airlines paying the rising costs through higher rates.

Table 41 | Historical Revenues (in Thousands)

REVENUES	Avg. Annual Growth Rate FY '21-'25	For Fiscal Years Ending June 30				
		Historical ¹				
		2021	2022	2023	2024	2025
Signatory Airlines						
Airfield Landing Fees	13.0%	\$37,144	\$44,174	\$51,810	\$57,172	\$60,626
Terminal Rents	20.7%	7,529	1,601	1,905	1,738	15,999
Total	14.4%	\$44,673	\$45,775	\$53,716	\$58,910	\$76,625
Concession Fees						
Terminal Concessions	8.1%	\$11,592	\$11,888	\$13,589	\$14,263	\$15,842
Public Parking	31.1%	10,442	25,272	28,034	32,365	30,802
Car Rentals	13.2%	8,436	11,837	14,254	14,481	13,846
Space Rental	-18.6%	929	690	539	477	408
In-Flight Catering	46.3%	81	232	363	369	370
Other	44.3%	227	599	855	914	984
Total	18.4%	\$31,707	\$50,518	\$57,635	\$62,869	\$62,252
Other						
Non-Signatory Landing Fees	-7.5%	\$2,555	\$2,611	\$1,860	\$1,463	\$1,873
Non-Signatory Airlines-Terminal	94.1%	9	12	39	3	125
Total	-6.0%	\$2,563	\$2,623	\$1,899	\$1,466	\$1,997
Airline Revenue Mitigation ²	0.0%	13,728	13,728	13,728	13,728	13,728
Cargo	0.4%	2,760	2,628	2,724	2,750	2,809
Hangars and Other Buildings	13.2%	828	888	833	913	1,358
Tenant Improvement Surcharge	0.0%	371	371	371	371	371
Terminal EDS Surcharges	4.3%	2,480	2,473	2,654	2,859	2,934
Other Miscellaneous	14.5%	8,279	10,187	10,509	13,353	14,229
Total Other-Operating	4.8%	\$31,009	\$32,898	\$32,719	\$35,440	\$37,427
Total Operating Revenue ³	13.2%	\$107,389	\$129,190	\$144,069	\$157,219	\$176,305
Interest Income	42.4%	2,365	2,247	1,979	4,941	9,732
Total GARB Revenues	14.1%	\$109,753	\$131,437	\$146,049	\$162,160	\$186,037
Federal Relief Funds ⁴						
CARES ACT funds		\$29,630	\$11,366	\$5,148	\$290	\$0
FEMA funds		291	0	0	0	0
CRRSA funds			1,593	1,165	1,940	10,500
ARPA funds			1,250	987	23,770	9,000
Pledged PFC Revenue	5.1%	26,540	26,540	26,940	31,244	32,441
Total Revenues	9.4%	\$166,214	\$172,186	\$180,289	\$219,404	\$237,978

¹ Financial figures are based on audited financial reports and Airport records.² Reflects amounts scheduled to be transferred from the Debt Service Stabilization Fund per the Airport Use and Lease Agreement.³ The differences reflected in the audited financial reports are primarily due to the inclusion of depreciation, interest expenses, and gross receipts tax as adjustments to revenues.⁴ Represents the application of federal stimulus funds the Airport was granted for reimbursement of eligible operating expenses to stabilize airline rates impacted by the COVID-19 pandemic.

The projected Signatory Airline revenues for the period FY2028-2032 in Table 42 were developed based on the Airport's approved FY2027 Budget, combined with escalation factors related to base activity forecast, rising revenue consumption per enplanement, latest forecasted cpi, and input from Airport management. As a result, Signatory Airline revenues are projected to increase from \$103.1 million in budgeted FY2026 to \$164.2 million in FY2032, or an average annual growth rate of 8.1 percent. During the projection period, Airfield Landing Fees fluctuated slightly from FY2028-2030 before decreasing in FY2031 and FY2032, resulting in an average annual decline of 2.1 percent for the period FY2026 through 2032. The decrease starting in FY2031 is a result of the W1W Airport Development Program, which constructed the last new runway financed in FY2001, becoming fully amortized in FY2031. Terminal Rents is projected to grow at an average annual growth of 22.5 percent primarily due to increases in debt service expenses and rising O&M expenses allocated to the terminal cost center, with no Federal Relief Proceeds to further offset expenses during FY2027-2032. The increase in Signatory Airline Revenues was offset by the decrease in Pledged PFC Revenues, which declined from \$29.8 million in FY2026 to \$4.0 million in FY2032. This was primarily due to the maturity of the Series 2005 Bonds in 2031. The Series 2005 Bonds refunded the Series 2001 Bonds which used Pledged PFC Revenues to pay the debt service for the new runway project financed in FY2001.

Table 43 summarizes the budgeted and projected Signatory Airline landing fees and Terminal Rental Rates for FY2026-2032. The landing fee rates are projected to increase from \$7.90 in FY2026 Budget to \$8.06 in FY2030, before declining to \$6.22 in FY2032. The reduction in the landing fee rates starting in FY2031 is attributable to lower airfield costs as a result of the W1W Airport Development Program becoming fully amortized in 2031. The Terminal 1 rental rates are projected to increase from \$86.07 in FY2026 to \$309.19 in FY2032, and the Terminal 2 rental rates are projected to increase from \$89.15 in FY2026 to \$269.72 in FY2032. The Terminal 1 and 2 rental rates sharp increases from FY2026 Budget to FY2027 Budget are primarily due to higher budgeted O&M costs due to anticipated increases in healthcare costs and contractual services. The Terminal 1 and 2 rental rates continue to increase after FY2027 primarily due to additional debt service expenses allocated to the terminal as a result of the Series 2026 Bonds and anticipated future bonds, which primarily financing the Third Amendment AULA projects related to the CTP.

Table 42 | Projected Revenues (in Thousands)

REVENUES	Avg. Annual Growth Rate FY '26-'32	Fiscal Years Ending June 30						
		Budget	Budget	Projected				
		2026	2027	2028	2029	2030	2031	2032
Signatory Airlines								
Airfield Landing Fees	-2.1%	\$73,575	\$74,556	\$77,636	\$78,999	\$80,388	\$76,061	\$64,742
Terminal Rents	22.5%	29,499	44,028	35,246	46,029	76,013	81,904	99,486
Total	8.1%	\$103,074	\$118,584	\$112,882	\$125,028	\$156,401	\$157,965	\$164,228
Concession Fees								
Terminal Concessions	3.5%	\$15,707	\$15,601	\$16,368	\$17,034	\$17,767	\$18,578	\$19,363
Public Parking	2.8%	\$40,568	39,659	40,389	41,500	46,456	47,432	47,984
Car Rentals	4.6%	\$15,500	16,176	17,001	17,786	18,569	19,406	20,262
Space Rental	2.0%	\$388	395	403	411	419	428	436
In-Flight Catering	2.0%	\$377	385	393	401	409	417	425
Other	2.0%	\$1,004	1,024	1,044	1,065	1,086	1,107	1,129
Total	3.3%	\$73,543	\$73,240	\$75,598	\$78,197	\$84,706	\$87,367	\$89,599
Other								
Non-Signatory Landing Fees	-5.6%	\$2,576	\$2,020	\$2,081	\$2,103	\$2,124	\$2,032	\$1,819
Non-Signatory Airlines-Terminal	0.0%	2	2	2	2	2	2	2
Total	-5.6%	\$2,578	\$2,022	\$2,083	\$2,105	\$2,126	\$2,035	\$1,822
Airline Revenue Mitigation ¹	0.0%	13,728	13,728	13,728	13,728	13,728	13,728	13,728
Cargo	2.0%	2,647	2,699	2,753	2,809	2,865	2,922	2,980
Hangars and Other Buildings	0.8%	944	952	960	968	976	984	992
Tenant Improvement Surcharge	0.0%	371	371	371	371	371	371	371
Terminal EDS Surcharges	2.3%	3,863	4,000	4,080	4,162	4,245	4,330	4,416
Other Miscellaneous	2.9%	15,703	16,050	16,907	17,301	17,677	18,066	18,627
Total Other-Operating	1.3%	\$39,834	\$39,824	\$40,884	\$41,444	\$41,989	\$42,436	\$42,937
Total Operating Revenue	5.4%	\$216,451	\$231,648	\$229,364	\$244,669	\$283,095	\$287,769	\$296,764
Interest Income ²	4.4%	2,636	2,627	2,557	2,885	3,797	3,728	3,420
Total GARB Revenues	5.4%	\$219,087	\$234,275	\$231,921	\$247,555	\$286,892	\$291,497	\$300,184
Federal Relief Proceeds ³								
ARPA Funds		\$3,251						
PFC Pledged Revenue	-28.4%	\$29,820	25,060	28,889	28,889	28,891	28,888	4,029
Total Revenues	3.2%	\$252,159	\$259,334	\$260,810	\$276,444	\$315,783	\$320,385	\$304,213

¹ Reflects amounts scheduled to be transferred from the Debt Service Stabilization Fund per the Airport Use and Lease Agreement.

² Operating Interest income only.

³ Represents the application of federal stimulus funds the Airport was granted for reimbursement of eligible operating expenses to stabilize airline rates impacted by the COVID-19 pandemic.

Table 43 | Projected Signatory Landing Fee Rates and Terminal Rental Rates (in Thousands)

	<i>For Fiscal Years Ending June 30</i>						
	Budget	Budget	Projected ¹				
	2026 ¹	2027 ¹	2028	2029	2030	2031	2032
INITIAL AIRLINE REQUIREMENTS							
Landing Fees	\$73,575	\$74,556	\$77,636	\$78,999	\$80,388	\$76,061	\$64,742
Terminal 1 rents	13,510	15,194	15,732	16,801	16,984	17,278	17,645
Terminal 2 rents	7,241	7,716	6,719	6,877	6,983	7,120	7,291
	\$94,326	\$97,466	\$100,086	\$102,678	\$104,355	\$100,459	\$89,678
TOTAL SIGNATORY AIRLINE REQUIREMENTS							
Initial Requirement	\$94,327	\$97,466	\$100,086	\$102,678	\$104,355	\$100,459	\$89,678
Additional Airline Requirement	8,747	21,118	12,796	22,350	52,045	57,506	74,550
	\$103,074	\$118,584	\$112,882	\$125,028	\$156,401	\$157,965	\$164,228
Signatory airline enplaned passengers	7,452	7,533	7,757	7,919	8,105	8,315	8,503
Signatory Airline CPE post Mitigation	\$13.83	\$15.74	\$14.55	\$15.79	\$19.30	\$19.00	\$19.32
SIGNATORY AIRLINE RATES (including Additional Requirement)							
Landing Fee Rate (per 1,000 pounds)	\$7.90	\$7.94	\$8.06	\$8.07	\$8.06	\$7.46	\$6.22
Airlines' Terminal Building Rental Rates							
Terminal 1	\$86.07	\$131.27	\$108.20	\$149.49	\$245.83	\$254.81	\$309.19
Terminal 2	\$89.15	\$127.29	\$95.53	\$123.10	\$205.34	\$221.52	\$269.72

¹ The FY2026 Budget, FY2027 Budget and financial projections for FY2028 through FY2032 assume the basic provisions of the Airport Use and Lease Agreement will continue to be followed.

5.1.3 | Concession Fees

Concession fees include terminal concessions (food and beverage, news and gifts, and coin devices), public parking, car rentals, space rental, in-flight catering, utility reimbursements and advertising. Below is a more detailed discussion of the changes during the historical and forecast period.

During the FY2021-2025 period, total concession fees increased approximately \$30.5 million at an average annual rate of 18.4 percent. Concession fees increased approximately \$19 million or 59.3 percent from FY2021 to FY2022 due to an increase in passenger enplanements and a change in the parking behavior resulting from the effects of the COVID-19 pandemic. Concession fees continued increasing from approximately \$50.5 million in FY2022 to \$62.3 million in FY2025 primarily due to increased parking and car rental revenues because of increasing passenger traffic. During the FY2026-2032 period, total concession fees are projected to grow from \$73.5 million in FY2026 Budget to \$89.6 million by FY2032, which represents an average annual growth rate of 3.3 percent. This growth is supported by the following assumptions:

- Projected higher net parking revenues due to planned rate increases and growth in parking transactions and duration times, as further discussed below.
- A projected increase in various food and beverage concession revenues and car rental revenues due to forecasted higher O&D enplanements and current consumption trends.
- An inflation rate averaging 2.2 percent during the projection period FY2027-2032.

Terminal Concessions

The financial projections for food and beverage and merchandising components of terminal concessions are based on latest concepts during the forecast period. The Airport's current retail concession program expires *June 2026*, and the financial projections assume the program remains constant through FY2032. The current food and beverage program is set to expire in FY2031. Food and beverage concessions is the largest category in terminal concessions comprised of approximately \$7.9 million or an estimated 50.5 percent of terminal concession revenues in FY2026 Budget. Merchandising is the second largest category in terminal concessions comprised of approximately \$6.0 million or an estimated 38.3 percent of terminal concession revenues in FY2026 Budget. Both merchandising and food and beverage revenues are projected based on actual FY2025 revenue per enplaned passenger, and the annual inflationary rate. Terminal concessions are projected to increase from \$15.7 million in FY2026 Budget to \$19.4 million in FY2032, at an average annual growth of 3.5 percent.

Public Parking

LAZ Parking Midwest became the Airport's public parking management company on July 1, 2025, and the agreement is scheduled to expire on June 30, 2028. For the purpose of the financial projections, the existing structure will be assumed throughout the forecast period. Under the current agreement, LAZ Parking Midwest is responsible for operating the public parking facilities, including operating the shuttle bus service connecting the terminals to the intermediate and remote lots and includes collecting taxicab revenues. Additionally, the Airport collects all parking revenues and reimburses LAZ for approved operating and administrative expenses and any

expenditures made for capital improvements. Public parking revenues are projected to increase from \$40.6 million in FY2026 to \$48.0 million in FY2032, or at an average annual rate of 2.8 percent. The increase from FY2026 Budget to FY2027 Budget is due to the anticipated parking rate increase effective July 1, 2026, for both garages and lots, and growth in O&D passenger enplanements and reservation-only charges. The remainder of the increases during the period are attributed to anticipated growth in O&D passenger enplanements and anticipated daily parking rate increases scheduled in FY2030 for both garages and lots.

Car Rentals

There are eight car rental companies that currently operate at the Airport; Avis, Budget, Payless, Enterprise, Thrifty, Alamo, National, and Missouri Rental & Leasing (dba Dollar Rent-A-Car) are all subject to MAGs. Hertz operates off-airport, is not subject to MAGs, and pays 10 percent of adjusted gross receipts to the City. The new rental car concession agreements began April 1, 2024, starting a 5-year term, and will continue to provide the on-airport rental car companies with MAG abatement in the event deplanements fall below a certain level. The car rental revenues paid to the City are still based on 10 percent of the car rental company's gross revenues or their annual MAGs, whichever is greater, and that is assumed for the entire forecast period. During the FY2021-2025 period, rental car revenues increased at an average annual rate of 13.2 percent due to O&D passenger levels returning starting in FY2022. Car rental revenues during the forecast period are anticipated to exceed the current MAG and are projected to increase from \$15.5 million in FY2026 Budget to \$20.3 million in 2032, or at an average annual rate of 4.6 percent. The increase is primarily based on the anticipated growth in O&D passenger enplanements and an annual escalation factor.

5.1.4 | Other Operating Revenues

Other Operating Revenues consist of non-signatory airline fees, cargo area rentals and fees, hangar and other building rentals, tenant improvement surcharges, terminal Explosive Detection System (EDS) surcharges, and other miscellaneous revenues. During the FY2021-2025 period, Other Operating Revenues increased approximately \$6.4 million or at an average annual rate of 4.8 percent. The increase was primarily due to increases in hangar and other building rentals and other miscellaneous revenues, further described below. Other Operating Revenues are projected to increase from \$39.8 million in FY2026 Budget to \$42.9 million in FY2032, or an average annual growth of 1.3 percent due to forecast growth in passenger activity, coupled with increases in Other Miscellaneous revenues driven by anticipated new land rentals.

Non-Signatory Airline

Non-signatory airline revenues consist of landing fees and terminal rents paid by non-signatory airlines. Landing fee rates for non-signatory airline revenues are set at 125 percent of the signatory airline rate. Revenues in this category declined from \$2.6 million in FY2021 to \$2.0 million in FY2025, primarily due to non-signatory airlines renting less space in the terminal building. Revenues in this category are projected to remain relatively flat at \$2.0 million during the forecast period.

Cargo Revenues

Cargo revenues include ground rent, building rent, and tenant improvement charges. Cargo revenues remained flat at approximately \$2.8 million during the historical period FY2021-2025. Cargo revenues are forecast to increase from \$2.6 million in FY2026 Budget to \$3.0 million in FY2032, or an average annual growth of 2.0 percent due to annual inflation.

Other Miscellaneous Revenues

Other miscellaneous revenues include U.S. government rental revenues, American ramp charges (associated with their hangar), air cargo services, land rents, utility reimbursements, ground transportation fees, rental revenues from inside advertising billboards and other miscellaneous revenues. Ground transportation fees are the largest revenue item within this category representing approximately 43.7 percent of the total other miscellaneous revenues in FY2026 Budget. During the period FY2021-2025 ground transportation fees increased approximately \$4.4 million or at an average annual growth of 28.6 percent primarily due to revenues from the Transportation Network Companies (TNCs) returning to pre-pandemic levels and new ground transportation fees for Turo car rentals starting in FY2025. Land rents are the second largest revenue item within this category representing approximately 24.4 percent of the total other miscellaneous revenues in FY2026 Budget. Land rents increased approximately \$1.0 million or at an average annual growth of 7.0 percent during the period FY2021-2025. The items in the Other miscellaneous category are projected to increase from \$15.7 million in FY2026 Budget to \$18.6 million in FY2032, or at an average annual growth of 2.9 percent due to anticipated growth in passenger activity and anticipated new land leases for West Carrollton Subdivision, coupled with assumed increases to the pick-up and drop-off fee charged to TNC's.

Interest income on all operating funds and accounts, other than the Construction Fund (bond proceeds) and the PFC Fund, are classified as Revenues under the Indenture. Interest income is estimated to increase from \$2.6 million for FY2026 Budget to \$3.4 million in FY2032 due to higher investable debt service account balances. The interest income forecast is based on projected balances in each fund and account assuming average annual interest yields of 2.1 percent on the Debt Service and Debt Service Reserve Account and less than 1 percent for all other funds held during the forecast period.

5.1.5 | Pledged PFC Revenues

The Pledged PFC Revenues for FY2027 are approximately \$25.1 million comprised of total eligible debt service of \$20.1 million times 1.25 as further described in the Indenture and are included in total Revenues. The PFC balance at the beginning of FY2027 totals \$21.1 million plus the estimated annual PFC collections of \$29.7 million (including interest earnings) totaling PFC revenues of \$50.7 million at the end of FY2027. The current PFC rate is \$4.50 per passenger. The Airport has received FAA approval to collect and use approximately \$1.1 billion in PFC Revenues through October 2028. The Pledged PFC Revenues are projected to remain steady at \$28.9 million from FY2028 to FY2031 due to no anticipated future PFC-backed bond issuances, before declining to \$4.0 million in FY2032 because the last runway's debt financed back in FY2001 became fully amortized in FY2031.

CARES Act, ARPA, and CRRSA Relief Funds

The Coronavirus Aid, Relief, and Economic Security (CARES) Act Fund was established in March of 2020 by the United States Treasury to provide financial assistance to States and eligible units of local government impacted by the COVID-19 outbreak. STL was awarded approximately \$60 million in grants from the CARES Act Fund. The Airport applied approximately \$29.6 million, \$11.4 million, \$5.4 million, and \$290 thousand during fiscal years 2021 through 2025 to cover eligible operating expenses. The CARES Act funds were fully exhausted in 2025.

The American Rescue Plan Act (ARPA) Fund was passed by Congress in March of 2021 to provide additional relief to address the continued impact of COVID-19. The Airport was awarded approximately \$56.3 million in FY2022 from the ARPA Fund and applied approximately \$1.2 million in FY2022, \$1.0 million in FY2023, \$23.8 million in FY2024, \$9 million in FY2025, and \$3.3 million in FY2026 Budget to cover eligible operating expenses and a portion of the Series 2023 Bond debt service, as summarized on Table 42. The ARPA funds are budgeted to be fully exhausted in 2026.

The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) of 2021 includes billions in supplemental appropriations for COVID-19 relief that were allocated to various transportation industries during the COVID-19 outbreak. The Airport was awarded approximately \$15.2 million from the CRRSA Fund in FY2021. The Airport applied approximately \$1.6 million in FY2022, \$1.2 million in FY2023, \$1.9 million in FY2024, and \$10.5 million in FY2025 to cover eligible operating expenses and provide concession relief, as shown on Table 42. The CRRSA funds were fully exhausted in 2025.

5.2 | Operation and Maintenance (O&M) Expenses

Table 44 summarizes historical O&M Expenses for FY2021-2025 by major expense category comprised of personnel services, consisting of salaries, fringe benefits; supplies, materials and equipment; and contractual services. During this period, O&M Expenses increased \$45.7 million or an average annual growth rate of 12.3 percent primarily due to increases in contractual services and personnel services associated with the increase in passenger activity and airport operations increased following the COVID-19 pandemic.

Personnel services expenses represent salaries and wages, and fringe benefits paid to individuals employed by the Airport to maintain and operate the terminal, airfield, roadways and other facilities. Personnel services decreased from \$38.2 million in FY2021 to \$35.9 million in FY2022, or 6.0 percent primarily due to federal relief proceeds applied to eligible operating expenses. Personnel services increased to \$39.8 million in FY2023 primarily due to increased fringe benefits following the COVID-19 pandemic. For the remainder of the historical period, personnel services increased due to higher wages and various vacant positions being filled.

Supplies, materials and equipment expenses consist of de-icing fluids, capital assets, non-capital equipment, office supplies, cleaning materials, gasoline, tools and other miscellaneous supplies. This category increased by an average annual rate of 12.2 percent during FY2021-2025 primarily due to increases in de-icing fluids, discretionary supplies and equipment purchases.

Contractual services expenses represent the cost of services provided to the Airport such as utilities and various other specialized services by companies that have expertise in those areas. The primary services include utilities, rental and lease of equipment, snow removal services, airport security, cleaning services, reimbursement for City-provided services, repair and maintenance of equipment (such as elevators and escalators, communications equipment, etc.) and other miscellaneous services. The average annual growth rate for this category during the FY2021-2025 period was 20.5 percent or an increase of \$38.0 million. The growth was primarily due to increases in insurance, cleaning services, and other miscellaneous expenses. The average annual increase for insurance during the historical period was 25.0 percent, attributable to higher insurance premiums. The average annual increase for cleaning services during the historical period was 20.3 percent, which is a result of growth in passenger traffic. The other contractual and services costs are comprised of electrical system services, repairs and maintenance to buildings and various plant systems, internal comptroller services, and other miscellaneous contractual services. Other contractual services costs increased at an average annual growth rate of 20.4 percent, primarily due to increased expenditures for discretionary electrical system services, and repairs and maintenance to buildings as traffic level increased.

Table 44 | Historical O&M Expenses (in Thousands)

	Avg. Annual Growth Rate FY '21-'25	For Fiscal Years Ending June 30				
		Historical ²				
		2021	2022	2023	2024	2025
<u>Personnel Services</u>						
Salaries & Wages	3.9%	\$25,420	\$24,501	\$25,475	\$26,974	\$29,601
Fringe Benefits	1.0%	12,825	11,373	14,370	14,454	13,337
	2.9%	\$38,244	\$35,875	\$39,845	\$41,428	\$42,938
<u>Supplies, Materials & Equipment</u>						
Deicing & Misc. Supplies	0.0%	\$1,437	\$806	\$980	\$310	\$1,440
Other	16.0%	3,664	3,193	4,051	6,888	6,634
	12.2%	\$5,101	\$3,998	\$5,031	\$7,199	\$8,074
<u>Contractual Services</u>						
Utilities	7.9%	\$5,675	\$6,397	\$7,551	\$6,214	\$7,700
Rental Equipment - Snow Removal	35.7%	1,216	1,757	1,600	1,974	4,120
Cleaning Services	20.3%	4,465	4,652	5,544	8,166	9,342
Reimbursement for City Services	12.9%	1,567	1,604	1,913	2,273	2,542
Shuttle, Misc., Acoustical	42.4%	74	96	60	295	306
Professional Services & Legal	146.4%	127	3,229	2,795	4,089	4,676
Security Service	15.6%	5,347	5,507	5,312	8,972	9,535
Insurance	25.0%	2,560	2,977	4,844	6,547	6,252
Other	20.4%	13,219	15,320	17,974	27,236	27,768
	20.5%	\$34,250	\$41,540	\$47,593	\$65,766	\$72,241
Total Operation & Maintenance Expenses	12.3%	\$77,595	\$81,413	\$92,469	\$114,393	\$123,253

¹ Excludes 5 percent gross receipts tax, which is excluded from the calculation of debt service coverage.

² Financial information for all years are based on audited financials. Total operating expenses reflected in the audited financial reports differ primarily due to the inclusion of depreciation, interest expenses, and gross receipts tax.

5.2.1 | Projections of O&M Expenses

Table 45 presents the O&M Expenses from FY2026 Budget through the FY2027 Budget and financial projections for the period FY2028-2032. The projected O&M Expenses are based on the Airport's FY2027 approved budget and adjusted for current inflation factors ranging between 2.1 percent and 4 percent. O&M Expenses are projected to increase from \$151.3 million in FY2026 Budget to \$175.1 million in FY2032, which represents an average annual growth of 2.5 percent, however the initial increase from FY2026 Budget to the FY2027 Budget is 2.6 percent. The increase in the FY2027 Budget was primarily a result of anticipated increases in contractual services costs caused by provider's higher labor rates. As noted at the beginning of Section 5, the O&M financial projections are based on the approved FY2027 Budget, which were initially developed on anticipated growth from FY2025 actuals and other available information as the Airport continues to return to post-pandemic activity levels. After completion of the initial closing of the FY2026 actuals (unaudited), we will have a clearer understanding of the most recent five-year trend, which may result in some adjustments to the financial projections shown for the period FY2028-2032. Further details for increases during the forecast period for each category are provided below.

Personnel Services

Salaries and wages are projected to increase from \$36.0 million in FY2026 Budget to \$39.8 million in FY2032, at an average annual growth of 1.7 percent. The modest growth during the forecast period is primarily a result of FY2027 salaries and wages being budgeted approximately \$1.7 million lower than the FY2026 Budget, coupled with future inflationary increases averaging 2.1 percent. Fringe benefits are projected to increase from \$14.1 million in FY2026 Budget to \$19.1 million in FY2032, for an average annual growth of 5.2 percent. The growth in fringe benefits is a result of the FY2027 Budget increasing 17.2 percent, primarily due to anticipated increases in medical insurance rates.

Contractual Services

Contractual Services are projected to increase from \$87.5 million in FY2026 Budget to \$101.2 million by FY2032, for an average annual growth of 2.5 percent. The major contractual services categories contributing to this growth are Utilities and Cleaning services. Utilities are projected to grow at an average annual rate of 5.7 percent, due to anticipated inflationary increases to provider rates. Cleaning services are projected to grow at an average annual rate of 5.9 percent primarily due to Airport Management budgeting for anticipated increases in contracting staff and rates.

Supplies, Materials, and Equipment

This expense category is projected to increase from \$13.6 million in FY2026 Budget to \$15.0 million in FY2032, for an average annual increase of 1.6 percent. The de-icing & miscellaneous supplies component shows an average growth rate of 2.2 percent, which is mainly a result of annual inflation. The Other component within the Supplies, Materials & Equipment category grows at an average annual rate of 1.5 percent due to FY2027 costs budgeted slightly lower than the FY2026 Budget, and projections growing by inflation.

Table 45 | Projected O&M Expenses (in Thousands)

	Avg. Annual Growth Rate	For Fiscal Years Ending June 30						
	FY '26-'32	Budget 2026	Budget 2027	2028	2029	Projected		
						2030	2031	2032
<u>Personnel Services</u>								
Salaries & Wages	1.7%	\$36,021	\$34,292	\$35,321	\$36,381	\$37,472	\$38,596	\$39,754
Fringe Benefits	5.2%	14,059	16,475	16,969	17,478	18,003	18,543	19,099
	2.7%	\$50,080	\$50,767	\$52,290	\$53,859	\$55,475	\$57,139	\$58,853
<u>Supplies, Materials & Equipment</u>								
Deicing & Misc. Supplies	2.2%	\$1,568	\$1,615	\$1,647	\$1,680	\$1,714	\$1,748	\$1,783
Other	1.5%	12,081	11,977	12,217	12,461	12,710	12,964	13,224
	1.6%	\$13,648	\$13,592	\$13,864	\$14,141	\$14,424	\$14,712	\$15,007
<u>Contractual Services</u>								
Utilities	5.7%	\$8,706	\$9,966	\$10,364	\$10,779	\$11,210	\$11,659	\$12,125
Rental Equipment - Snow Removal	2.3%	\$2,602	2,703	2,757	2,812	2,869	2,926	2,984
Cleaning Services	5.9%	\$11,739	15,037	15,338	15,645	15,958	16,277	16,603
Reimbursement for City Services	7.1%	\$2,249	3,071	3,133	3,195	3,259	3,325	3,391
Shuttle, Misc., Acoustical	2.5%	\$388	408	416	425	433	442	451
Professional Services & Legal	0.9%	\$9,344	8,916	9,094	9,276	9,461	9,650	9,843
Security Service	1.9%	\$13,422	13,598	13,870	14,147	14,430	14,719	15,013
Insurance	0.1%	\$7,887	7,180	7,324	7,470	7,620	7,772	7,928
Other	0.9%	\$31,196	29,982	30,562	31,133	31,713	32,304	32,905
	2.5%	\$87,532	\$90,862	\$92,859	\$94,882	\$96,953	\$99,073	\$101,243
Total Operation & Maintenance Expenses ¹	2.5%	\$151,261	\$155,221	\$159,012	\$162,882	\$166,852	\$170,924	\$175,102

¹ Excludes 5 percent gross receipts tax, which is not included in the calculation of Net Revenues.

5.3 | Application of Revenues

Table 46 shows the application of Revenues projected to fund accounts under provisions of the Indenture for the FY2026-2032 financial period.

Revenues consist of GARB Revenues, Pledged PFC Revenues, and Interest Income deposited in the Revenue Fund, all as further described in the Indenture. Pursuant to the Indenture, Pledged PFC Revenues equal 125 percent of the anticipated annual debt service on the portion of the bonds that have been issued to finance PFC-Eligible Projects.

As further described in the Indenture and as depicted in Figure 42 shown earlier in this section, Revenues will first be applied to all of the designated funds in their stipulated amounts as further described in the Indenture. All remaining Revenues are then deposited in the ADF or the PFC Account, if there are unused PFC Revenues after meeting all requirements of the PFC eligible debt service. Table 46 shows the deposits available for transfer to the ADF during the financial period of FY2026-2032.

As of June 30, 2026, the unaudited unappropriated balance in the Airport's ADF was approximately \$15.1 million. This balance, coupled with projected transfers to the ADF, should provide adequate resources to meet various obligations of the Airport, such as equipment replacement, major maintenance and small capital projects, during the forecast period.

See APPENDIX D – “Proposed Third Amended and Restated Indenture” of the Official Statement for a description of the Proposed Amendments relating to the definition of “Revenues”, the additional bonds test, the rate covenant, the flow of funds, the Debt Service Reserve Account and certain other provisions regarding the issuance of, and security for, GARBs which will become effective on the Transition Date.

Table 46 | Projected Application of Revenues (in Thousands)

	<i>For Fiscal Years Ending June 30</i>						
	Budget 2026	Budget 2027	Projected				
			2028	2029	2030	2031	2032
Revenues							
GARB Revenues							
Airline revenues (Initial Requirement)	\$94,327	\$97,466	\$100,086	\$102,678	\$104,355	\$100,459	\$89,678
Additional Airline Requirement ¹	8,747	21,118	12,796	22,350	52,045	57,506	74,550
Rate Mitigation Program proceeds	13,728	13,728	13,728	13,728	13,728	13,728	13,728
Non-airline revenues and Other Airline Charges	99,649	99,338	102,757	105,916	112,970	116,080	118,812
Interest income	2,636	2,627	2,557	2,885	3,797	3,728	3,420
Subtotal - GARB Revenues	\$219,087	\$234,277	\$231,924	\$247,558	\$286,896	\$291,501	\$300,188
Federal Relief Proceeds	3,251	0	0	0	0	0	0
Pledged PFC Revenues	29,820	25,060	28,889	28,889	28,891	28,888	4,029
Total Revenues	\$252,159	\$259,336	\$260,813	\$276,447	\$315,787	\$320,389	\$304,217
Application of Revenues							
Operating and Maintenance Expenses	\$151,261	\$155,221	\$159,012	\$162,882	\$166,852	\$170,924	\$175,102
Debt Service Account (Annual Debt Service)							
Outstanding Bonds	\$63,194	\$66,068	\$61,441	\$70,818	\$70,820	\$70,826	\$46,967
Future Bonds	0	0	0	1,877	36,302	36,302	45,617
Total Debt Service	\$63,194	\$66,068	\$61,441	\$72,695	\$107,122	\$107,128	\$92,584
PFC Debt Service Coverage	7,455	6,265	7,222	7,222	7,223	7,222	1,008
Payment to City (5% of GARB Revenues)	6,837	9,000	9,180	9,364	9,551	9,742	9,937
Subtotal net of Contribution from DSSF	\$228,747	\$236,652	\$237,678	\$252,987	\$291,574	\$295,845	\$279,462
Amount Available for Deposit to ADF	\$23,412	\$22,684	\$23,134	\$23,460	\$24,213	\$24,544	\$24,755
Rate Mitigation Returned to City	(13,728)	(13,728)	(13,728)	(13,728)	(13,728)	(13,728)	(13,728)
Amount Available for Deposit to ADF	\$9,684	\$8,956	\$9,406	\$9,732	\$10,485	\$10,816	\$11,027

¹ Includes Airport Development Fund Deposits.

5.4 | Debt Service Coverage/Airline Cost Per Passenger

Table 47 shows the projected debt service during the forecast period. The Series 2026 Bonds are being issued pursuant to the Indenture. The Series 2026 Bonds are limited obligations of the City secured by and payable solely from GARB Revenues, Pledged PFC Revenues (as defined in the Indenture) and any other available moneys deposited with the Trustee for deposit in the Revenue Fund (collectively, the Revenues). The results for the base case scenario using the financial projection presented in this Report for FY2026-2032 are reflected on Table 48.

Debt Service Coverage (DSC) is projected to range between 1.39 to 1.66 during the financial projection period, showing that the Airport anticipates continuing to meet the DSC requirement of 1.25 under this scenario in all years. The Series 2026 Bonds will be issued as Additional Bonds under the Indenture, Section 304 (A) of the Indenture which states, among other things: *(1) Accountant's Certificate setting forth (a) the Net Revenues of the Airport for any 12-consecutive months out of the 18 months next preceding the authentication and delivery of such Additional Bonds, (b) the Aggregate Adjusted Debt Service for such 12-month period, and demonstrating that for such 12-month period Net Revenues equaled at least 1.25 times the Aggregate Adjusted Debt Service; and (2) A certificate of the Consulting Engineers setting forth (a) the estimated date of completion for the Additional Project for which such sales of Additional Bonds is being issued and (b) an estimate of the Cost of Construction of such Additional Project; and (3) A certificate of the Airport Consultant setting forth for each of the three Airport Fiscal Years following the Airport Fiscal Year in which the Consulting Engineers estimate that such Additional Project will be completed, estimates of (a) Net Revenues, (b) amounts to be deposited from Revenues into the Debt Service Reserve Account and the Renewal and Replacement Fund and the Development Fund; and (4) A certificate of an Authorized Officer of the City demonstrating that, among other things, the estimated Net Revenues of the Airport for each of the three Fiscal Years following the Fiscal Year in which the Additional Project will be completed is projected to be at least equal to 1.25 times the Aggregate Adjusted Debt Service for each of such three Fiscal Years, as further detailed in the Indenture.*

The cost per enplanement (CPE) increases from \$13.83 in FY2026 Budget to \$19.32 in FY2032 (as seen earlier on Table 43) mainly due to increases in O&M expenses and additional debt service expense resulting from the proposed Series 2026 Bonds and proposed future bonds. The Airport's current and projected CPE was compared with the results from the FAA's 2025 Certification Activity Tracking System (CATS), which provides results from all commercial service airports by hub size. The results indicated that the average CPE for medium hub airports was \$13.12. Therefore, based on this comparison and prior experience in providing financial consulting services to a variety of airports, the projected airline CPE has been concluded to be reasonable considering the varying stages of other airports implementing major capital improvement programs.

The financial projections presented in this section are based on information and assumptions that have been provided by Airport management or developed by Unison and reviewed with and confirmed by Airport management. Based upon this review, Unison believes the information to be accurate and that the assumptions made provide a reasonable basis for the financial projections. However, due to unforeseen events and circumstances, actual results may vary from the financial projections.

See APPENDIX D – “Proposed Third Amended and Restated Indenture” of the Official Statement for a description of the Proposed Amendments relating to the additional bonds test, the rate covenant, the flow of funds, the Debt Service Reserve Account and certain other provisions regarding the issuance of, and security for, GARBs which will become effective on the Transition Date.

Table 47 | Projected Debt Service (in Thousands)

	For Fiscal Years Ending June 30						
	Budget	Projected					
	2026	2027	2028	2029	2030	2031	2032
OUTSTANDING BONDS							
General Airport Revenue Bonds:							
Series 2005 Refunding Bonds	\$10,540	\$32,137	\$32,377	\$32,374	\$32,377	\$32,378	\$0
Series 2007A Refunding Bonds	25,370	0	0	0	0	0	0
Series 2017A Refunding Bonds	702	2,767	2,769	2,766	2,767	2,767	2,766
Series 2017B Refunding Bonds	7,561	9,272	0	0	0	0	0
Series 2017C Bonds	1,585	1,585	1,585	1,585	1,585	1,585	1,585
Series 2017D Bonds	1,330	1,330	3,445	3,445	3,448	3,447	3,445
Series 2019A Bonds	662	662	662	662	662	661	662
Series 2019B Bonds	771	769	770	771	770	769	770
Series 2019C Refunding Bonds	9,912	9,907	9,907	9,910	9,904	9,911	9,909
Series 2022A Refunding Bonds	1,730	1,738	1,740	1,734	1,735	1,735	3,371
Series 2023AB Bonds	2,787	2,790	2,791	2,790	2,791	2,791	2,788
Series 2024AB Bonds	244	3,113	5,395	14,781	14,781	14,781	21,671
Subtotal Debt Service (prior to Series 2026 issue)	\$63,194	\$66,069	\$61,441	\$70,818	\$70,820	\$70,825	\$46,967
PROPOSED BONDS							
Series 2026 Bonds ¹	\$0	\$0	\$0	\$1,877	\$26,012	\$26,012	\$35,327
Future Bonds ²	0	0	0	0	10,291	10,291	10,291
	\$0	\$0	\$0	\$1,877	\$36,302	\$36,302	\$45,617
Total Debt Service	\$63,194	\$66,069	\$61,441	\$72,695	\$107,122	\$107,127	\$92,585

¹ Series 2026 Bonds issued with a 30-year maturity at a 5.5 percent All-In True Interest Cost per Stifel's draft pricing document dated October 23, 2026.

² Assumes 30-year Bonds, issued in FY2029 at a 5.5 percent interest rate with 1-year capitalized interest.

Table 48 | Base Forecast - Projected Debt Service Coverage (in Thousands)

	<i>For Fiscal Years Ending June 30</i>						
	Budget	Budget	Projected ¹				
	2026	2027	2028	2029	2030	2031	2032
Total Revenues (including DSSF contribution and Additional Requirement)	\$252,159	\$259,336	\$260,813	\$276,447	\$315,787	\$320,389	\$304,217
less: Operation and Maintenance Expenses	151,261	155,221	159,012	162,882	166,852	170,924	175,102
Net Revenues	\$100,898	\$104,115	\$101,800	\$113,565	\$148,935	\$149,465	\$129,115
Debt Service							
Outstanding Bonds	\$63,194	\$66,069	\$61,441	\$70,818	\$70,820	\$70,825	\$46,967
Series 2026 Bonds ²	0	0	0	1,877	26,012	26,012	35,327
Future Bonds ³	0	0	0	0	10,291	10,291	10,291
	\$63,194	\$66,069	\$61,441	\$72,695	\$107,122	\$107,127	\$92,585
Debt service coverage ratio	1.60	1.58	1.66	1.56	1.39	1.40	1.39

¹ The FY2026 Budget, FY2027 Budget and financial projections for FY2028 through FY2032 assume the basic provisions of the Airport Use and Lease Agreement will continue to be followed.

² Series 2026 Bonds issued with a 30-year maturity at a 5.5 percent All-In True Interest Cost per Stifel's draft pricing document dated October 23, 2026

³ Assumes 30-year Bonds, issued in FY2029 at a 5.5 percent interest rate with 1-year capitalized interest.

5.5 | Sensitivity Analysis

The sensitivity analysis was prepared based on a scenario that assumes passenger traffic will decline at a compound annual growth rate of -1.0 percent for the period FY2025 through FY2032. Table 49 shows the projected landing fees, terminal rates, and CPE based on the low traffic forecast. The projected landing fees and CPE increased proportionate to the decline in traffic. However, the terminal rates experienced larger increases primarily due to a reduction in non-airline revenues. Despite the decline in traffic and its effect on airline costs, the CPE is projected to remain reasonable during the forecast period. The projected Net Revenues and Debt Service Coverage are minimally affected by the reduced traffic forecast as shown on Table 50, due to the nature of the AULA.

Table 49 | Sensitivity (Low Forecast) - Projected Signatory Landing Fee Rates and Terminal Rental Rates (in Thousands)

	<i>For Fiscal Years Ending June 30</i>				
	Projected ¹				
	2028	2029	2030	2031	2032
INITIAL AIRLINE REQUIREMENTS					
Landing Fees	\$77,573	\$78,895	\$80,257	\$75,915	\$64,609
Terminal 1	15,732	16,801	16,984	17,278	17,645
Terminal 2	6,719	6,877	6,983	7,120	7,291
	\$100,024	\$102,574	\$104,224	\$100,313	\$89,545
TOTAL SIGNATORY AIRLINE REQUIREMENTS					
Initial Requirement	\$100,024	\$102,574	\$104,224	\$100,313	\$89,545
Additional Airline Requirement	16,791	29,018	60,774	67,771	85,492
	\$116,815	\$131,591	\$164,998	\$168,084	\$175,037
Signatory airline enplaned passengers	7,280	7,157	7,144	7,159	7,224
Signatory Airline CPE post Mitigation	\$16.05	\$18.39	\$23.10	\$23.48	\$24.23
SIGNATORY AIRLINE RATES (including Additional Requirement)					
Landing Fee Rate (per 1,000 pounds)	\$8.55	\$8.88	\$9.07	\$8.59	\$7.26
Airlines' Terminal Building Rental Rates					
Terminal 1	\$120.41	\$170.93	\$273.90	\$286.58	\$343.06
Terminal 2	\$106.46	\$141.35	\$229.23	\$249.62	\$299.67

¹ The financial projections for FY2028 through FY2032 assume the basic provisions of the expired AULA will continue to be followed.

Table 50 | Sensitivity (Low Forecast) – Projected Debt Service Coverage (in Thousands)

	<i>For Fiscal Years Ending June 30</i>				
	Projected ¹				
	2028	2029	2030	2031	2032
Total Revenues (including DSSF contribution and Additional Requirement)	\$260,319	\$275,623	\$314,709	\$319,122	\$302,867
less: Operation and Maintenance Expenses	159,012	162,882	166,852	170,924	175,102
Net Revenues	\$101,307	\$112,741	\$147,858	\$148,198	\$127,765
Debt Service					
Outstanding Bonds	\$61,441	\$70,818	\$70,820	\$71,431	\$46,967
Series 2026 Bonds ²	0	1,877	26,012	26,012	35,327
Future Bonds ³	0	0	10,291	10,291	10,291
	\$61,441	\$72,695	\$107,122	\$107,733	\$92,585
Debt service coverage ratio	1.65	1.55	1.38	1.38	1.38

¹ The financial projections for FY2028 through FY2032 assume the basic provisions of the expired AULA will continue to be followed.

² Series 2026 Bonds issued with a 30-year maturity at a 5.5 percent All-In True Interest Cost per Stifel's draft pricing numbers dated October 23, 2026.

³ Assumes 30-year Bonds, issued in FY2029 at a 5.5 percent interest rate with 1-year capitalized interest.



HEADQUARTERS

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APPENDIX B

AUDITED FINANCIAL STATEMENTS OF THE AIRPORT

NOTE: CLIFTONLARSONALLEN LLP, THE CITY'S INDEPENDENT AUDITOR, HAS NOT BEEN ENGAGED TO PERFORM AND HAS NOT PERFORMED, SINCE THE DATE OF ITS REPORT INCLUDED HEREIN, ANY PROCEDURES ON THE FINANCIAL STATEMENTS ADDRESSED IN SUCH REPORT. CLIFTONLARSONALLEN LLP HAS NOT PERFORMED ANY PROCEDURES RELATING TO THIS OFFICIAL STATEMENT.

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**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2025



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**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and Members of
The Board of Aldermen of the
City of St. Louis, Missouri
St. Louis Lambert International Airport of the
City of St. Louis, Missouri

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of the St. Louis Lambert International Airport of the City of St. Louis, Missouri (the Airport Division) an enterprise fund of the City of St. Louis, Missouri as of and for the year ended June 30, 2025 and the related notes to the financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the Airport Division as of June 30, 2025, and the changes in its financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Airport Division, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matters

As discussed in Note 1, the financial statements present only the Airport Division and do not purport to, and do not, present fairly the financial position of the City of St. Louis, Missouri, as of June 30, 2025, the changes in its financial position, or, where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

As disclosed in Note 1, the Airport Division implemented the provisions of Governmental Accounting Standards Board Statement No. 101 – Compensated Absences, resulting in a restatement of beginning net position. The Standard aligns the recognition and measurement of compensated absences under a unified model. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Airport Division's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Honorable Mayor and Members of the
Board of Aldermen

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the financial statements. Such information is the responsibility of management and, although not a part of the financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as whole. Schedules I through XIV are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, Schedules I through XIV are fairly stated, in all material respects, in relation to the financial statements as a whole.

Schedule XV, which is the responsibility of management, is presented for the purpose of additional analysis and is not a required part of the financial statements. Such information has not been subjected to the auditing procedures applied in the audit of the financial statements, and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 20, 2026, on our consideration of the Airport Division's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Airport Division's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Airport Division's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

St. Louis, Missouri
February 20, 2026

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
MANAGEMENT'S DISCUSSION AND ANALYSIS – UNAUDITED
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

The following discussion and analysis of the activity and financial performance of St. Louis Lambert International Airport (the Airport or STL) has been prepared by Airport management to provide the reader with an introduction and overview to the basic financial statements of the Airport for the fiscal year ended June 30, 2025. Following this discussion and analysis are the basic financial statements of the Airport including the notes, which are essential to a full understanding of the data contained within the basic financial statements. All amounts, unless otherwise indicated, are expressed in thousands of dollars.

Financial Statements

The Airport's basic financial statements are prepared on an accrual basis in accordance with the U.S. generally accepted accounting principles promulgated by the Governmental Accounting Standards Board (GASB). The Airport is structured as an enterprise fund owned and operated by the city of St. Louis, Missouri with revenues recognized when earned. Expenses are recognized when incurred. Capital assets are capitalized (other than land, construction in progress, and easements) and are depreciated over their useful lives. Amounts are restricted for debt service and, where applicable, for construction activities. Refer to Note 1 of the basic financial statements for a summary of the Airport's significant accounting policies.

Summary of Airport Activity

Air service at STL remained strong in fiscal year (FY) 2025. The number of enplaned passengers were once again over 7.7 million passengers, registering a slight decrease of 0.3% from the prior fiscal year. The airport's aircraft landings and takeoffs were over 160,000 for a third year in a row, though that number also decreased by 1.3%. The continued strength in enplanements and operations from FY 2024 to FY 2025 is slightly negative. These stable numbers can be attributed to the continued popularity of the international routes offered at STL by carriers such as Air Canada to Toronto and Montreal, Lufthansa to Frankfurt, and American, Frontier and Southwest to a number of popular Caribbean destinations.

In FY 2025, STL airline partners fly to 76 nonstop destinations. During that same period, Delta Airlines added scheduled nonstop service to John F. Kennedy International Airport and Alaska Airlines began seasonal service to Puerto Vallarta in Mexico. Looking ahead, Lufthansa Airlines announced a seasonal increase of flights to Frankfurt. The airline will start flying five days a week from STL in June of 2026 and British Airways will begin a new non-stop flight to London in April 2026.

	<u>2025</u>	<u>2024</u>	<u>Change</u>
Enplaned Passengers	7,746,778	7,771,145	(0.3)%
Aircraft Landings and Takeoffs	160,989	163,061	(1.3)%
Landed Weight (in Thousands of Pounds)	9,815,807	9,696,331	1.2 %
Mail and Cargo (in Tons)	80,155	76,354	5.0 %

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Financial Highlights

The following represents the significant financial activity of the Airport in fiscal years 2025 and 2024 and the reasons for any fluctuations between the years:

- Operating revenues increased 16.6% from \$149,164 in fiscal year 2024 to \$173,958 in fiscal year 2025. STL served 15,520,544 total passengers, 48,653 passengers less than in fiscal year 2024. Despite the decrease in total passengers, the airport experienced an increase in lease revenues and airline terminal rental revenues.
- Operating expenses increased 6.2% from \$176,629 in fiscal year 2024 to \$187,494 in fiscal year 2025 primarily due to higher inflation realized in fiscal year 2025 which contributed to higher costs for contractual services and supplies. Also, due to lower job vacancies than the prior year, personnel expenses were higher in fiscal year 2025. The net result of the impact to operating revenues and expenses, as discussed above, is that operating loss decreased (50.7)% from \$(27,465) in fiscal year 2024 to \$(13,536) in fiscal year 2025.
- Nonoperating revenues (expenses), net, increased 8.6% from \$29,571 in fiscal year 2024 to \$32,107 in fiscal year 2025 primarily due to general airport revenue bonds sold in late fiscal year 2024 and higher interest rates, contributing to higher investment revenues over the prior year.
- Capital contributions received in the form of grants and buildings and improvements from the federal and state governments decreased (46.9)% from \$40,148 in fiscal year 2024 to \$21,301 in fiscal year 2025. The grants received in fiscal year 2025 included various Federal Aviation Administration (FAA) Airport Improvement Program grants and a state marketing grant.
- As a result of the preceding items, net position increased 2.5% from \$1,265,721 in fiscal year 2024 to \$1,297,482 in fiscal year 2025.

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Financial Position Summary

Net position may serve over time as a useful indicator of the Airport's financial position. The Airport's assets and deferred outflow of resources exceeded liabilities and deferred inflow of resources by \$1,297,482 at June 30, 2025.

A condensed summary of the Airport's net position at June 30, 2025 and 2024 is shown below:

	2025	(As Restated) 2024	Dollar Change	Percentage Change
Assets:				
Current and Other Assets	\$ 857,726	\$ 883,870	\$ (26,144)	(3.0%)
Capital Assets, Net	1,473,395	1,471,373	2,022	0.1%
Right-to-Use Lease Assets, Net	131	151	(20)	(13.2%)
Deferred Outflow of Resources	11,320	16,625	(5,305)	(31.9%)
Total Assets and Deferred Outflow of Resources	<u>\$ 2,342,572</u>	<u>\$ 2,372,019</u>	<u>\$ (29,447)</u>	<u>(1.2%)</u>
Liabilities:				
Long-Term Liabilities	\$ 770,453	\$ 837,575	\$ (67,122)	(8.0%)
Current Liabilities	113,702	111,356	2,346	2.1%
Deferred Inflows of Resources	160,935	157,367	3,568	2.3%
Total Liabilities and Deferred Inflows of Resources	1,045,090	1,106,298	(61,208)	(5.5%)
Net Position:				
Invested in Capital Assets, Net of Related Debt	1,034,993	768,811	266,182	34.6%
Restricted	207,739	421,462	(213,723)	(50.7%)
Unrestricted	54,750	75,448	(20,698)	(27.4%)
Total Net Position	<u>\$ 1,297,482</u>	<u>\$ 1,265,721</u>	<u>\$ 31,761</u>	<u>2.5%</u>

(A portion of the Airport's net position 79.8% at June 30, 2025) represents its investment in capital assets (e.g., land, easements, pavings, buildings and facilities, roads, runways, and equipment), less the related accumulated depreciation and indebtedness outstanding used to acquire those capital assets. The Airport uses these capital assets to provide services to its passengers and visitors to the Airport; consequently, these assets are not available for future spending. Although the Airport's investment in its capital assets is reported net of related debt, it is noted that the resources required to repay this debt must be provided annually from operations since it is unlikely the capital assets themselves will be liquidated to pay liabilities.

(An additional portion of the Airport's net position 17.2% at June 30, 2025) represents net position that are subject to external restrictions on how they can be used. These assets can be used for any lawful Airport use including debt service, capital restoration, or expenditure subject to the restrictions of the Passenger Facility Charge Program and the Airport Improvement Program.

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(The remaining portion of the Airport's net position 3.0% at June 30, 2025) represents its unrestricted investments, less any outstanding indebtedness, which may be used to meet any of the Airport's ongoing obligations.

Summary of Revenues, Expenses, and Changes in Fund Net Position

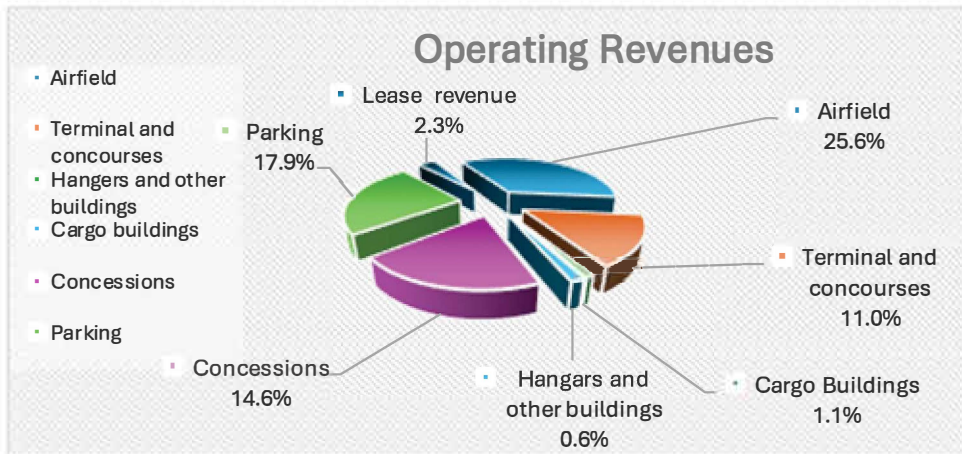
The Airport's revenues, expenses, and changes in fund net position for the fiscal years ended June 30, 2025 and 2024 are summarized as follows:

	2025	(As restated) 2024	Dollar Change	Percentage Change
Operating Revenues	\$ 173,958	\$ 149,164	\$ 24,794	16.6%
Operating Expenses	187,494	176,629	10,865	6.2%
Operating Loss	<u>\$ (13,536)</u>	<u>\$ (27,465)</u>	<u>\$ 13,929</u>	<u>(50.7%)</u>
Nonoperating Revenues (Expenses), Net	\$ 32,107	\$ 29,571	\$ 2,536	0.1 %
Gain Before Capital Contributions and Transfers, Net	\$ 18,571	\$ 2,106	\$ 16,465	(95.3)%
Capital Contributions	21,301	40,148	(18,847)	8.6
Transfers In	-	-	-	-
Transfers Out	<u>(8,111)</u>	<u>(6,933)</u>	<u>(1,178)</u>	<u>10.7</u>
Net Increase in Net Position	<u>\$ 31,761</u>	<u>\$ 35,321</u>	<u>\$ (3,560)</u>	<u>(53.5)%</u>
Net Position, End of Year	\$ 1,297,482	\$ 1,265,721	\$ 31,761	2.9 %

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Revenues

The following chart shows the major sources of operating revenues, and their percentage share of total operating revenues, for the year ended June 30, 2025:



The following table summarizes Airport operating and nonoperating revenues, and their percentage share of total Airport operating and nonoperating revenue, for the year ended June 30, 2025:

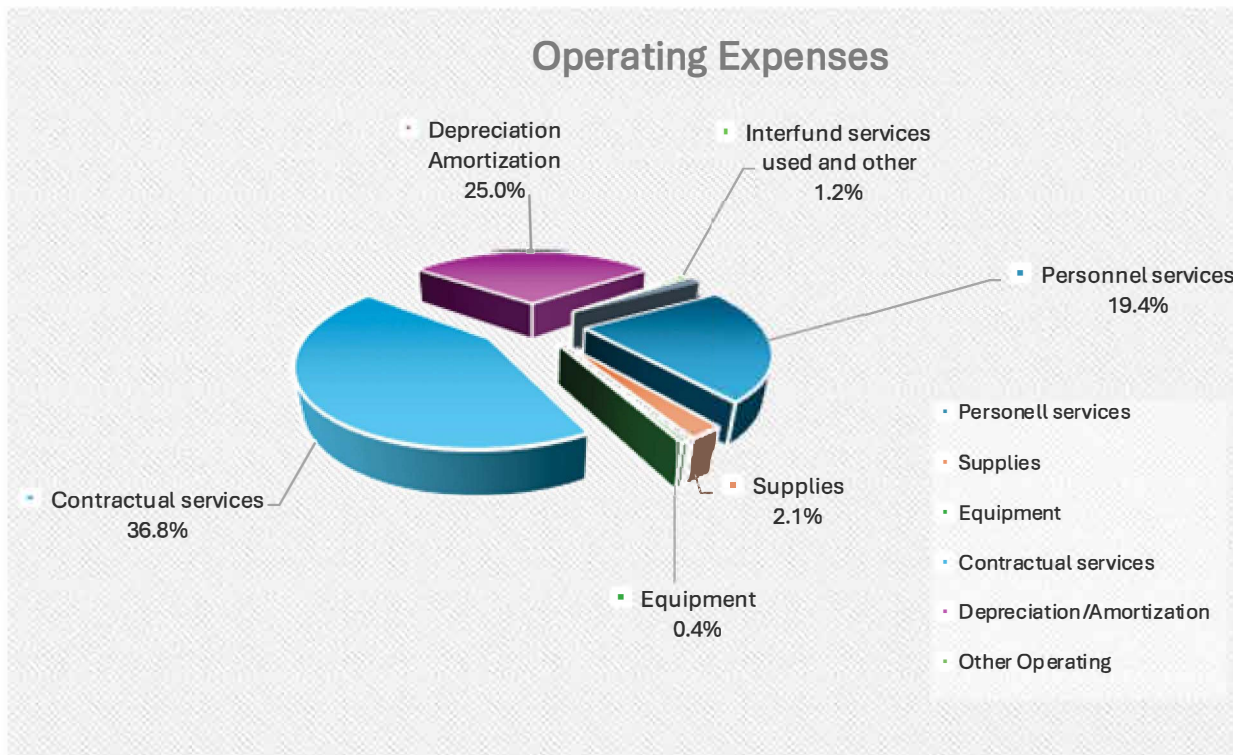
	2025	Percentage of Total	Dollar Change From 2024	Change From 2024
Operating Revenues:				
Aviation Revenue:				
Airfield	\$ 60,892	25.6%	\$ 1,432	2.4%
Terminal and Concourses	26,291	11.0%	20,724	372.3%
Hangars and Other Buildings	1,338	0.6%	-	0.0%
Cargo Buildings	2,595	1.1%	(155)	(5.6%)
Concessions	34,858	14.6%	714	2.1%
Parking, Gross	42,546	17.9%	609	1.5%
Lease Revenue	5,438	2.3%	1,470	37.0%
Total Operating Revenues	173,958	73.1%	24,794	16.6%
Nonoperating Revenues:				
Intergovernmental Revenue	131	0.1%	(946)	(86.7%)
Investment Revenue	33,556	14.1%	16,579	97.7%
Passenger Facility Charges	28,234	11.9%	(820)	(2.8%)
Federal COVID Relief Proceeds	1,875	0.8%	(279)	(13.0%)
Other Nonoperating Revenue, Net	267	0.1%	192	256.0%
Total Nonoperating Revenues	64,063	26.9%	14,726	29.8%
Total Revenues	\$ 238,021	100.0%	\$ 39,506	19.9%

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Fiscal year 2025 operating revenues increased 16.6%, or \$24,794 primarily due to an increase in terminal and concourse rental rates in FY2025 compared to the prior fiscal year. Also, lease revenue increased significantly due to the Boeing Company lease agreement signed in fiscal year 2024, allowing Boeing to expand its Saint Louis facilities to support defense-related aircraft assembly and flight testing. In addition, investment revenue grew 97.7% or \$16,579 over the prior year primarily due to \$287M 2024A & B series Airport revenue bonds sold in June 2024. Governmental entities, such as the Drug Enforcement Agency (DEA), and Transportation Security Administration (TSA) decreased 88.0% from the prior year. Also, Federal COVID relief proceeds decreased 13.0%, or \$279 due to a decrease in Federal COVID relief proceeds received for expenses incurred during the fiscal year. Other nonoperating revenue, net decreased 256.0% or \$75 due to a gain recognized in FY24 on the sale of assets.

Expenses

The following chart shows the major sources of operating expenses, and their percentage share of total operating expenses, for the year ended June 30, 2025:



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The following table summarizes Airport operating and nonoperating expenses, and their percentage share of total Airport operating and nonoperating expenses, for the year ended June 30, 2025:

	2025	Percentage of Total	Dollar Change From 2024	Change From 2024
Operating Expenses:				
Personnel Services	\$ 42,530	19.4%	\$ 1,735	4.3%
Supplies	4,713	2.1%	788	20.1%
Equipment	871	0.4%	(120)	(12.1%)
Contractual Services	80,778	36.8%	9,310	13.0%
Depreciation	54,858	25.0%	1,598	3.0%
Right-to-Use Lease Assets Amortization	73	0.0%	(32)	(30.5%)
Interfund Services Used	2,664	1.2%	(242)	(8.3%)
Other Operating	1,007	0.5%	(2,172)	(68.3%)
Total Operating Expenses	187,494	85.4%	10,865	6.2%
Nonoperating Expenses:				
Asset Impairment Loss	28	0.0%	10	55.6%
Interest Expense	31,658	14.4%	11,896	60.2%
Other nonoperating expense, net	270	0.1%	270	100.0%
Total Nonoperating Expenses	31,956	14.6%	12,176	61.6%
Total Expenses	\$ 219,450	100.0%	\$ 23,041	11.7%

Airline Use Rates and Charges

As of June 30, 2025, the Airport was served by 10 signatory airlines, which have use agreements, of which two are cargo carriers. Eighteen airlines have operating agreements and 12 are designated as affiliates. An individual airline that signed a Use and Lease Agreement with the Airport has a contract that establishes how the airlines are assessed annual rates and charges for their use of the Airport. These agreements expired on June 30, 2021. Due to COVID-19, the agreements were extended for a one year term expiring on June 30, 2022, with a one year renewal option upon written notice by airlines no less than 120 days prior to expiration and both parties mutually agree to extend the term to June 30, 2024. All signatory airlines exercised their renewal option to extend the term to June 30, 2024. During 2024, the airlines exercised another option to extend the agreement for a two year term to June 30, 2025. The signatory airlines exercised one more option to extend the agreement for another two year term to June 30, 2027. The agreements remain a hybrid rate methodology where a residual framework is applied to the airfield cost center whereas terminal cost centers are compensatory.

Landing and rental fees are calculated on budgeted operating and maintenance expenses and are charged to the airlines based upon forecasted landing weights or square footage utilized. The amount charged is adjusted at year-end based upon actual expenses and actual landed weight and the difference is settled with the Airlines. Nonaffiliated airlines with operating agreements and carriers landing without an Airport Agreement are assessed 125% of the landing fee rate assessed carriers with use agreements.

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Capital Acquisitions and Construction Activities

During fiscal year 2025, the Airport expended \$49,656 on capital activities related to construction in progress. During fiscal year 2025, completed projects totaling approximately \$37,474 were transferred from construction in progress to their respective capital accounts. The major completed projects were as follows:

Terminal and Concourse Improvements	\$ 7,346
Runway and Roadway Improvements	25,872
Airport Office Building, Banshee Buildings, and Others	4,256
Total	<u>\$ 37,474</u>

Capital asset acquisitions and improvements exceeding \$10,000 (in dollars) are capitalized at cost. Acquisitions are funded using a variety of financing techniques, including federal grants, State of Missouri grants, passenger facility charges, debt issuances, and Airport operating revenues. Additional information on the Airport's capital assets and commitments can be found in the notes to the basic financial statements.

Passenger Facility Charges (PFC)

The Airport initially received approval from the FAA to impose a passenger facility charge of \$3.00 (in dollars) per enplaned passenger beginning December 1, 1992, not to exceed \$131,453 principally to finance the Airport Capital Improvement Program. On December 1, 2001, the Airport received approval to increase the PFC to \$4.50 (in dollars) per enplaned passenger. The current limitation on passenger facility charges to be collected is \$1,166,500.

The PFC is withheld by the respective airline for each ticket or transfer in St. Louis and remitted to the Airport one month after collection, less a \$0.11 (in dollars) per ticket operating fee by the airline. PFC revenue is classified as nonoperating revenue.

Long-Term Debt Administration

At June 30, 2025, the Airport had the following bond series outstanding:

Revenue Refunding Bonds, Series 2005, dated July 7, 2005, maturing annually from fiscal year 2025 through 2032 with interest coupons of 5.5%

- Balance outstanding at June 30, 2025 – \$143,480

Revenue Refunding Bonds, Series 2007A, dated January 23, 2007, maturing annually from fiscal year 2026 through 2026 with interest coupons of 5.25%

- Balance outstanding at June 30, 2024 – \$34,105

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Revenue Refunding Bonds, Series 2017A, dated June 30, 2018, maturing annually from fiscal year 2022 through 2033 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$25,425

Revenue Refunding Bonds, Series 2017B, dated June 30, 2018, maturing annually from fiscal year 2022 through 2028 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$23,615

Revenue Bonds, Series 2017C, dated June 30, 2018, maturing annually from fiscal year 2039 through 2048 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$31,700

Revenue Bonds, Series 2017D, dated June 30, 2018, maturing annually from fiscal year 2029 through 2038 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$26,605

Revenue Bonds, Series 2019A, dated June 30, 2021, maturing annually from fiscal year 2038 through 2050 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$13,235

Revenue Bonds, Series 2019B, dated June 30, 2021, maturing annually from fiscal year 2022 through 2038 with interest coupons of 5.00%

- Balance outstanding at June 30, 2025 – \$6,940

Revenue Refunding Bonds, Series 2019C, dated June 30, 2021, maturing annually from fiscal year 2026 through 2035 with interest coupon of 5.00%

- Balance outstanding at June 30, 2025 – \$75,470

Revenue Refunding Bonds, Series 2022A, dated June 30, 2023, maturing annually from fiscal year 2024 through 2033 with interest coupon of 5.00%

- Balance outstanding at June 30, 2025 – \$12,325

Revenue Bonds, Series 2023A, dated February 9, 2023, maturing annually from fiscal year 2025 through 2053 with interest coupon of 5.00%

- Balance outstanding at June 30, 2025 – \$53,185

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Revenue Bonds, Series 2024A, dated June 11, 2024, maturing annually from fiscal year 2025 through 2055 with interest coupons ranging from 5.00% to 5.25%.

- Balance outstanding at June 30, 2025 – \$279,595

Revenue Bonds, Series 2024B, dated June 11, 2024, maturing annually from fiscal year 2025 through 2055 with interest coupon of 5.25%

- Balance outstanding at June 30, 2025 – \$7,765

Credit Ratings

Moody's Investors Service, Inc. (Moody's) assigned a rating of "A2" on the basis of the credit of the Airport and Standard & Poor's Ratings Services (S&P Global), a division of The McGraw-Hill Companies, Inc., assigned a rating of "A-" subsequent to June 30, 2025.

Economic Outlook and Subsequent Events that will Affect the Future

The Coronavirus (COVID-19) global pandemic caused sharp declines in air travel and enplanement growth at St. Louis Lambert International Airport (STL) and the aviation industry worldwide. However, the federal Public Health Emergency for COVID-19 expired on May 11, 2023. Prior to the pandemic, STL experienced 50 straight months of passenger growth. The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) approved by the U.S. Congress and signed by the President on March 27, 2020 provided relief measures and direct aid for airports, as well as, direct aid, loans and loan guarantees for passenger and cargo airlines. STL was awarded \$59.9 million in CARES Act funds to assist with the payment of operating and maintenance expenses and to pay debt service on outstanding Airport revenue bonds. STL met eligibility requirements for all of the \$59.9 million in CARES Act funds in the prior fiscal years 2021 to 2023.

The Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (CRRSAA) was signed by the President on December 27, 2020 to provide \$2 billion in additional economic relief to airports to respond to the global pandemic. STL was awarded \$15.2 million to assist with continuing pandemic relief, this amount includes \$1.6 million dedicated to providing rent relief from rent and minimum annual guarantees to on-airport parking, on-airport car rental, and in-terminal airport concessions. STL met eligibility requirements for all of the CRRSAA funds totaling \$15.2 million in the prior fiscal year 2022.

To facilitate additional recovery from the pandemic, the President signed into law the \$1.9 trillion American Rescue Plan Act of 2022 (ARPA) on March 11, 2021. STL was awarded \$56.2 million for pandemic relief and recovery, this amount includes \$6.6 million for rent and minimum annual guarantees for eligible airport concessions. STL met eligibility requirements for the remaining balance of funds totaling \$2.1 million in fiscal year 2024. There have been no loan defaults or a need to restructure debt to avoid default and STL complies with all bond indenture requirements. STL will continue to assess and implement opportunities to reduce costs and adjust operations to keep the Airport safe and efficient.

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Requests for Information

These basic financial statements are designed to provide a general overview of the Airport's finances for all those with an interest. Questions concerning any information provided in this report should be addressed to the Office of the Airport Assistant Director for Finance and Accounting, St. Louis Lambert International Airport, P.O. Box 10212, St. Louis, Missouri, 63145.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
STATEMENT OF NET POSITION
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

ASSETS

CURRENT ASSETS

Unrestricted Assets:

Cash and Cash Equivalents	\$ 29,672
Investments	40,406
Accounts Receivable, Net	13,002
Leases Receivable	20,845
Supplies and Materials	3,541
Other Current Assets	2,719
Total Unrestricted Assets	<u>110,185</u>

Restricted Assets:

Cash and Cash Equivalents	203,947
Investments	215,798
Accrued Interest Receivable	478
Passenger Facility Charges Receivable	4,510
Government Grants Receivable	6,899
Total Restricted Assets	<u>431,632</u>

Total Current Assets 541,817

NONCURRENT ASSETS

Unrestricted:

Investments	36,304
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Restricted:

Cash and Cash Equivalents	9,677
Investments	129,127

Capital Assets, Net

Nondepreciable	813,856
Depreciable	659,670

Lease Receivable	139,376
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Other Assets	1,425
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Total Noncurrent Assets 1,789,435

DEFERRED OUTFLOWS OF RESOURCES

Deferred Amount Related to Bond Refunding	2,881
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Deferred Amounts Related to Pensions	8,439
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Total Deferred Outflows of Resources 11,320

Total Assets and Deferred Outflows of Resources \$ 2,342,572

See accompanying Notes to Basic Financial Statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
STATEMENT OF NET POSITION (CONTINUED)
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION

CURRENT LIABILITIES

Payable from Unrestricted Assets:	
Accounts Payable and Accrued Expenses	\$ 24,474
Unearned Revenue and Other Current Liabilities	529
Due to the City of St. Louis, Missouri	5,548
Total Payable from Unrestricted Assets	<u>30,551</u>
Payable from Restricted Assets:	
Current Maturities of Revenue Bonds Payable	50,960
Accrued Interest Payable	17,486
Contracts and Retainage Payable	14,705
Total Payable from Restricted Assets	<u>83,151</u>
Total Current Liabilities	113,702

NONCURRENT LIABILITIES

Revenue Bonds Payable, Net	734,451
Revolving Credit Facility	1,030
Net Pension Liability	26,838
Other Long-Term Liabilities	8,134
Total Noncurrent Liabilities	<u>770,453</u>

DEFERRED INFLOWS OF RESOURCES

Deferred Amounts Related to Gain on Bond Refunding	512
Deferred Amounts Related to Pensions	7,926
Deferred Amounts Related to Leases	152,497
Total Deferred Inflows of Resources	<u>160,935</u>

NET POSITION

Invested in Capital Assets, Net of Related Debt	1,034,993
Restricted for:	
Bond Reserve Funds	175,672
Passenger Facility Charges	13,763
Drug Enforcement Agency	2,904
Construction Fund Reserves	15,400
Unrestricted	<u>54,750</u>
Total Net Position	<u>1,297,482</u>
Total Liabilities, Deferred Inflows of Resources, and Net Position	<u><u>\$ 2,342,572</u></u>

See accompanying Notes to Basic Financial Statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
YEAR ENDED JUNE 30, 2025
(DOLLARS IN THOUSANDS)

	<u>2025</u>
OPERATING REVENUE	
Aviation Revenue:	
Airfield	\$ 60,892
Terminals and Concourses	26,291
Hangars and Other Buildings	1,338
Cargo Buildings	2,595
Concessions	34,858
Parking, Gross	42,546
Lease Revenue	<u>5,438</u>
Total Operating Revenue	173,958
OPERATING EXPENSES	
Personnel Services	42,530
Supplies	4,713
Equipment	871
Contractual Services	80,778
Depreciation	54,858
Right-to-Use Lease Assets Amortization	73
Interfund Services Used	2,664
Other	<u>1,007</u>
Total Operating Expenses	<u>187,494</u>
OPERATING LOSS	(13,536)
NONOPERATING REVENUES (EXPENSES)	
Intergovernmental Revenue	131
Investment Revenue	33,556
Interest Expense	(31,658)
Passenger Facility Charges	28,234
Asset Impairment Loss	(28)
Federal COVID Relief Proceeds	1,875
Other, Net	<u>(3)</u>
Total Nonoperating Revenues, Net	<u>32,107</u>
GAIN BEFORE CAPITAL CONTRIBUTIONS AND TRANSFERS	18,571
TRANSFERS AND CAPITAL CONTRIBUTIONS	
Capital Contributions	21,301
Transfers to the City of St. Louis, Missouri	<u>(8,111)</u>
Total Capital Contributions and Transfers	<u>13,190</u>
CHANGE IN NET POSITION	31,761
Net Position - Beginning of Year	1,266,175
Effect of Change in Accounting Principle	<u>(454)</u>
Total Net Position, Beginning of the year, as adjusted	<u>1,265,721</u>
NET POSITION - END OF YEAR	<u><u>\$ 1,297,482</u></u>

See accompanying Notes to Basic Financial Statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2025
(DOLLARS IN THOUSANDS)

CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from Customers and Users	\$ 163,110
Payments to Suppliers of Goods and Services	(89,874)
Payments to or on Behalf of Employees	(41,455)
Payments for Interfund Services Used	(4,519)
Net Cash Provided by Operating Activities	<u>27,262</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Federal COVID Relief Proceeds	1,875
Transfers to the City of St. Louis, Missouri	(8,111)
Net Cash Used by Noncapital Financing Activities	<u>(6,236)</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Cash Collections from Passenger Facility Charges	28,391
Receipt of Federal Financial Assistance	24,553
Acquisition and Construction of Capital Assets	(64,215)
Right-to-Use Lease Assets	(53)
Proceeds from Issuance of Bonds	-
Proceeds from issuance of Revolving Credit Facility	1,030
Proceeds from insurance recoveries	258
Proceeds from the Sale of Surplus Property	121
Principal Paid on Revenue Bond Maturities	(43,720)
Interest Paid on Revenue Bonds	(32,236)
Net Cash Used by Capital and Related Financing Activities	<u>(85,871)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of Investments	(711,135)
Proceeds from Sales and Maturities of Investments	600,569
Investment Income	32,205
Net Cash Used by Investing Activities	<u>(78,361)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS

(143,206)

Cash and Cash Equivalents - Beginning of Year

386,503

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 243,297

See accompanying Notes to Basic Financial Statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED JUNE 30, 2025
(DOLLARS IN THOUSANDS)

**RECONCILIATION OF OPERATING LOSS TO NET CASH
PROVIDED BY OPERATING ACTIVITIES**

Operating Loss	\$ (13,536)
Adjustments to Reconcile Operating Loss to Net	
Cash Provided by Operating Activities:	
Depreciation and Amortization	54,931
Change in Assets and Liabilities:	
Accounts Receivable, Net	(8,099)
Lease Receivable, Net	-
Supplies and Materials	(322)
Other Assets	7
Net Pension Liabilities (Assets)	9,813
Deferred Inflow of Resources - Leases	(1,516)
Accounts Payable and Accrued Expenses	(1,872)
Due to/from the City of St. Louis, Missouri	(1,574)
Other Long-Term Liabilities	(10,570)
Total Adjustments	<u>40,798</u>
Net Cash Provided by Operating Activities	<u>\$ 27,262</u>

SUPPLEMENTAL DISCLOSURES OF NONCASH ACTIVITIES

Unrealized Loss on Investments	<u>\$ 1,336</u>
Capital Assets in Contracts and Retainage Payable	<u>\$ 14,705</u>

See accompanying Notes to Basic Financial Statements.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The St. Louis Lambert International Airport (the Airport) is owned and operated by the city of St. Louis, Missouri (the City). The Airport is an enterprise fund of the City, and therefore, the basic financial statements of the Airport are not intended to present the financial position, changes in financial position, and cash flows of the City as a whole in conformity with U.S. generally accepted accounting principles.

A. Basis of Accounting

Governmental enterprise funds are used to account for operations of governmental entities that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Airport prepares its financial statements in accordance with U.S. generally accepted accounting principles for governmental enterprise funds, which are similar to those for private business enterprises. Accordingly, the economic resource measurement focus and the accrual basis of accounting are used whereby revenues are recorded when earned and expenses are recorded when incurred.

In reporting its financial activity, the Airport applies all applicable Governmental Accounting Standards Board (GASB) pronouncements.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with an enterprise fund's ongoing operations. Revenues from airlines, concessions, and parking are reported as operating revenues. Transactions that are capital, financing, or investing related are reported as nonoperating revenue. All expenses related to operating the Airport are reported as operating expenses. Passenger Facility Charges (PFC), investment income, COVID-19 relief funding, interest expense, and financing costs, are reported as nonoperating.

B. Cash and Cash Equivalents

The Airport considers cash on hand, money market funds, and investments with an original maturity of three months or less, when originally purchased, to be cash equivalents, whether unrestricted or restricted.

C. Accounts Receivable

Accounts receivable at June 30, 2025 consist of \$13,002 due from air carriers and concessionaires with operations at the Airport. This amount includes a \$215 allowance reserve for uncollectible air carrier accounts.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Supplies and Materials

Supplies and materials represent items used in support of operations and maintenance of the Airport. Supplies and materials amounts are recorded at cost using a method that approximates the first-in, first-out method.

E. Passenger Facility Charges (PFCs)

The Airport collects a \$4.50 (in dollars) facility charge per enplaned passenger to fund approved FAA projects. The PFCs are withheld by the respective airlines for each ticket purchased and passenger transfer made in St. Louis and remitted to the Airport one month after the month of receipt, less an \$0.11 (in dollars) per ticket operating fee retained by the airlines. PFCs represent an exchange-like transaction and are recognized as nonoperating revenue based upon passenger enplanements. Passenger facility charges receivable as of June 30, 2025 were \$4,510. These amounts were collected during July and August of 2025.

F. Capital Assets, Net

Capital assets, excluding intangible right-to-use lease assets and subscription-based information technology (IT) arrangements, are recorded at historical cost. Depreciation and amortization, including depreciation recognized on assets acquired through government grants and other aid, is computed on the straight-line method over the estimated useful lives of the various classes of assets. Land is recorded at cost, which, in addition to the purchase price, includes appraisal and legal fees, demolition, and homeowner relocation costs.

G. Interest Expense

Bond discounts and bond premiums are recorded as reductions of or additions to the related debt obligation as appropriate. Such amounts are deferred and amortized over the life of the bonds using the effective interest rate method. Bond issuance costs are recognized as an outflow of resources and are expensed as incurred.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Other Assets

Other noncurrent assets, as of June 30, 2025, comprise an advance of \$1,425 provided to the Airport's parking contractor and will be repaid to the Airport at the conclusion of the parking contract expected to end June 30, 2025.

I. Accounts Payable and Accrued Expenses

Accounts payable and accrued expenses at June 30, 2025 comprise \$6,424 of accrued salaries and benefits; \$16,262 due to vendors and contractors; and \$1,788 of other accrued expenses.

J. Compensated Absences – Vacation, Sick, and Medical Leave

The City of St. Louis provides various compensated absence benefits to classified service employees, including vacation leave, sick leave, and medical leave. The accounting for these benefits is governed by GASB Statement No. 101, "Compensated Absences", which requires recognition of a liability for compensated absences that accumulate and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means.

Vacation Leave

Employees in permanent competitive positions working at least 50% of the time accrue vacation leave based on years of service and job classification. Accrual rates range from 3 to 8 hours bi-weekly pay period, with a maximum balance of 600 hours for most employees (pro-rated for part-time). Vacation leave is not advanced and must be accrued before use. Upon separation after 12 months of service, all accrued is paid out. The liability for vacation leave is measured based on the amount accrued and the pay rates in effect at the reporting date. Vacation leave is fully recognized as a liability under GASB 101. Employees in permanent competitive positions working at least 50% of the time accrue vacation leave based on years of service and job classification. Accrual rates range from 3 to 8 hours bi-weekly pay period, with a maximum balance of 600 hours for most employees (pro-rated for part-time). Vacation leave is not advanced and must be accrued before use. Upon separation after 12 months of service, all accrued is paid out. The liability for vacation leave is measured based on the amount accrued and the pay rates in effect at the reporting date. Vacation leave is fully recognized as a liability under GASB 101.

Sick Leave

Accrual of sick leave for employees ceased July 18, 2010. Sick leave is generally not paid out at separation except for specific Employee Retirement System (ERS) members who meet service and hour thresholds. Under GASB 101, only the portion of sick leave that is "more likely than not" to be paid out at separation/ retirement, or used for time off, is recognized as a liability.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Compensated Absences – Vacation, Sick, and Medical Leave (Continued)

Medical Leave

Medical leave is granted to eligible employees at a rate of 3 hours bi-weekly pay period. Medical leave accumulates without a stated limit but is not paid out at separation or retirement. Only the portion “more likely than not” to be used for time off is recognized as a liability under GASB 101.

K. Capital Contributions, Intergovernmental Revenue, Federal Relief Proceeds and Other, Net

Capital contributions represent government grants used to fund capital projects and other contributed capital. Generally, capital contributions are recognized when the related expenditure is made and amounts become subject to claim for reimbursement. Certain Airport Improvement Program grants include look-back provisions, which allow the Airport to seek reimbursement for expenditures incurred prior to the respective Airport Improvement Program grant award date. In such circumstances, the Airport recognizes capital contributions for such grants upon meeting both the applicable eligibility requirements established by GASB Statement No. 33, *Accounting for Nonexchange Transactions*, and upon the designation of expenditures as eligible Airport Improvement Program expenditures as evaluated through the report date of the accompanying financial statements. Amounts received from other governments that are not restricted for capital purposes are reflected as nonoperating intergovernmental revenue.

Federal COVID relief proceeds includes \$1,875 in Federal COVID relief proceeds received for which eligibility requirements have been met.

Other net includes loss on the sales of assets sold throughout the year and an impairment loss due to a vehicle destroyed by a tornado.

L. Statement of Cash Flows

For purposes of the statement of cash flows, cash and cash equivalents is defined as all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased.

M. Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and deferred outflows of resources, and liabilities and deferred inflows of resources, and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
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JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Leases (Lessor)

The Airport is a lessor for various noncancellable leases of facilities and land. For leases with a maximum possible term of 12 months or less at commencement date, the Airport recognizes income based on the provisions of the lease contract. For all other leases (i.e. those that are not short-term), the Airport recognizes a lease receivable and an offsetting deferred inflow of resources.

At lease commencement, the Airport initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is measured at the value of the lease receivable plus any payments received at or before the commencement of the lease term that relate to future periods. The Airport recognizes interest income on the lease receivable, and lease revenue from the deferred inflows of resources in a systematic and rational manner over the term of the lease.

Key estimates and judgments include how the Airport determines the (1) discount rate it uses to calculate the present value of the expected lease payments to be received, (2) lease term, and (3) lease payments to be received.

- The Airport uses its estimated incremental borrowing rate as the discount rate for leases. The Airport's incremental borrowing rate for leases is based on the rate of interest it would need to pay if it issued revenue bonds.
- The lease term includes the noncancellable portion of the lease, plus any additional periods covered by either an Airport or lessee unilateral option to (1) extend for which it is reasonably certain to be exercised or (2) terminate for which it is reasonably certain not to be exercised. Periods in which both the Airport and the lessee have an option to terminate are excluded from the lease term.
- Lease payments to be received are evaluated by the Airport to determine if they should be included in the measurement of the lease receivable, including those payments that require a determination of whether they are reasonably certain of being received, such as base rent, percentage rent, and lease extension fees.

The Airport monitors changes in circumstances that may require remeasurement of a lease. When certain changes occur that are expected to significantly affect the amount of the lease, the receivable is remeasured, and a corresponding adjustment is made to the deferred inflow of resources.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Leases (Lessee)

The Airport is a lessee for a noncancellable long-term lease of equipment, for which the Airport recognizes a lease liability. For lease arrangements with a maximum possible term of 12 months or less at commencement, the Airport recognizes expense based on the provisions of the lease contract.

The Airport initially measured the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured at the initial amount of the lease liability. Subsequently, the lease asset is amortized into amortization expense on a straight-line basis over the term of the lease.

For Subscription-Based Information Technology Arrangements (SBITA), at the commencement of these type of subscription arrangements, the Airport initially measures the subscription IT liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription IT liability is reduced by the principal portion of subscription payments made. The subscription IT asset is initially measured as the initial amount of the subscription IT liability, less subscription payments made at or before the subscription commencement date, less any vendor incentives received at or before the subscription commencement date, plus the capitalizable implementation costs. Subsequently, the subscription IT asset is amortized into amortization expense, on a straight-line basis over the shorter of the subscription term or the useful life of the underlying hardware or software.

All subscription-based IT arrangements, which are noncancellable, convey control for the right-to-use information technology software, alone or in combination with tangible capital assets, and for a period of time greater than 12 months in an exchange or exchange like transaction, be recognized by a Lessee as a lease liability and an intangible right-to-use lease asset. The Airport evaluated its existing subscription-based software arrangements and determined that they are all short-term, cancellable arrangements and had no effect on its net position as of June 30, 2025. The Airport is not a Lessee in respect to GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* (SBITA).

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Net Position

Net investment in capital assets consists of capital assets, net of accumulated depreciation/amortization, reduced by the net outstanding debt and construction-related liabilities, including premiums and discounts on such debt, which is attributable to the acquisition, construction, or improvement of those assets. The outstanding debt is net of the cash and investments from the debt that has not yet been expended.

The restricted component of net position consists of assets and liabilities regulated by external constraints imposed by creditors, laws, or regulations. Bond reserve funds are cash and investments restricted for the payment of principal and interest on outstanding debt of the Airport. The Passenger Facility Charge represents fund collected and restricted for the Passenger Facility Charge Program. Capital projects restricted are funds held for future capital investments. Finally, money collected through Drug Enforcement Agency (DEA) seizures are restricted for use by federal rules and regulations.

Unrestricted net position consists of net position that does not meet the definition of restricted or net investment in capital assets. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Q. Adoption of New Accounting Pronouncements

In 2025, the Airport implemented GASB Statement No. 101, *Compensated Absences*. This statement requires that liabilities be recognized for various leave types that have not been used and leave that has been used but not yet paid, provided the leave is attributable to services already rendered, and is more likely than not to be used or paid.

The Airport adopted this statement as of July 1, 2024. Accordingly, the accompanying financial statements, as of and for the year ended June 30, 2024, have been restated for the change. As a result of the implementation of this provision, the Airport's net position for 2024 decreased by \$454 thousand.

NOTE 2 CASH AND INVESTMENTS

The Airport applies the provisions of GASB Statement No. 72, *Fair Value Measurement and Application*, which requires investments to be measured at fair value. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The statement established a hierarchy of inputs to valuation techniques used to measure fair value. The hierarchy has three levels:

Level 1 – Inputs are quoted prices (unadjusted) in active markets for identical assets and liabilities.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

Level 2 – Inputs are inputs—other than quoted prices—included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 – Inputs are unobservable inputs, such as management's assumption of the default rate among underlying mortgages of a mortgage-backed security.

The following table presents assets that are measured at fair value and cost on a recurring basis at June 30, 2025:

	Total	Identical Assets (Level 1)	Inputs (Level 2)
Fair Value:			
Federal Home Loan Bank	\$ 117,168	\$ -	\$ 117,168
Federal National Mortgage Association	21,309	-	21,309
U.S. Treasury Bills and Notes	334,755	334,755	
International Bank Notes	6,734	-	6,734
Tennessee Valley Authority	393	-	393
Cost:			
Guaranteed Investment Contract	7,901	-	-
Money Market Funds	130,748	-	-
Commercial Paper	19,047	-	-
Other Cash Deposits	26,876	-	-
Total	<u>\$ 664,931</u>	<u>\$ 334,755</u>	<u>\$ 145,604</u>

Where applicable, investments are recorded at fair value, which is determined by quoted market prices using other observable inputs at year-end as reported by the investment custodian. Other investments, which are short-term in nature, are recorded using a cost-based measure.

Purchases and sales of investments are recorded on a trade date basis.

The Airport deposits all cash with the Office of the Treasurer of the City, which maintains all banking relationships for the Airport. Additionally, all investment decisions are made by the City Treasurer and the City's agents.

Certificates of deposit are defined as investments for balance sheet classification and cash flow purposes; for custodial risk disclosure, however, they are described below as cash deposits. In addition, money market mutual funds are classified as cash and cash equivalents on the balance sheet, but as investments for custodial risk disclosure.

The Airport's current assets contemplate the exclusion of resources that are restricted as to withdrawal or use for other than current operations, are designated for expenditure in the acquisition or construction of noncurrent assets, or are segregated for the liquidation of long-term debts (except for maturing debt that is recorded as a current liability).

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 2 CASH AND INVESTMENTS (CONTINUED)

As of June 30, 2025, the Airport had the following cash deposits and investments:

Federal Home Loan Bank	117,168
Federal National Mortgage Association	21,309
Federal Farm Credit Bank	-
U.S. Treasury Bills and Notes	334,755
International Bank Notes	6,734
Tennessee Valley Authority	393
Guaranteed Investment Contract	7,901
Money Market Mutual Funds	130,748
Commercial Paper	19,047
Other Cash Deposits	26,876
Total	<u>\$ 664,931</u>

State statutes and City investment policies authorize the deposit of funds in financial institutions and trust companies. Investments may be made in obligations of the U.S. Government or any agency or instrumentality thereof; bonds of the state of Missouri, the city of St. Louis, Missouri, or any city within the state with a population of 400,000 inhabitants or more; or time certificates of deposit. In addition, the City may enter into repurchase agreements maturing and becoming payable within 90 days secured by U.S. Treasury obligations or obligations of the U.S. Government agencies or instrumentalities of any maturity as provided by law. Funds in the form of cash deposits are required to be insured or collateralized by authorized investments held in the City's name.

A. Interest Rate Risk

The Airport seeks to minimize its exposure to fair value losses arising from changes in interest rates by selecting investments in adherence to the Investment Policy for the city of St. Louis, Missouri (Investment Policy). The Investment Policy provides that, to the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities or make a time deposit with a stated maturity or more than five years from the date of purchase. The average maturity for collateral provided to the City for deposits in connection with a repurchase agreement shall not exceed five years without the written approval of the City Treasurer. In connection with any outstanding bond issue, debt service reserve funds may be invested to a maximum maturity of 15 years, and up to 30 years with the approval of the Treasurer.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
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JUNE 30, 2025
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NOTE 2 CASH AND INVESTMENTS (CONTINUED)

A. Interest Rate Risk (Continued)

The investments had the following maturities on June 30, 2025:

	Investment Maturities (In Years)		
	Fair Value	Less than 1	1 - 5
Federal Home Loan Bank	\$ 117,168	\$ 44,622	\$ 72,546
Federal National Mortgage Association	21,309	5,138	16,170
Federal Farm Credit Bank	-	-	-
U.S. Treasury Bills and Notes	334,755	260,893	73,862
International Bank Notes	6,734	2,106	4,628
Tennessee Valley Authority	393	393	-
	<u>Cost</u>	<u>Less than 1</u>	<u>1 - 5</u>
Guaranteed Investment Contract	7,901	-	7,901
Money Market Mutual Funds	130,748	130,748	-
Commercial Paper	19,047	19,047	-
Total	<u>\$ 638,055</u>	<u>\$ 462,947</u>	<u>\$ 175,107</u>

B. Credit Risk

The Investment Policy provides that investments of the City be rated in one of the three highest ratings categories by Moody's Investors Service, Standard & Poor's Corporation, or Fitch's Ratings Service.

The investments had the following ratings on June 30, 2025:

	Value	Investment Ratings (Standard and Poor's)				
		AAA	A-1+	A-1	AA+	Not Rated
Federal Home Loan Bank	\$ 117,168	\$ 10	\$ -	\$ -	\$ 2,810	\$ 114,358
Federal National Mortgage Association	21,309	-	-	-	16,170	5,139
Commercial Paper	19,047	-	-	11,251	-	7,796
U.S. Treasury Bills and Notes *	334,755	-	-	-	103,657	231,098
International Bank Notes	6,734	6,734	-	-	-	-
Tennessee Valley Authority	393	-	-	-	-	393
Guaranteed Investment Contract	7,901	-	-	-	-	7,901
Money Market Mutual Funds	130,748	-	-	-	-	130,748
Total	<u>\$ 638,055</u>	<u>\$ 6,744</u>	<u>\$ -</u>	<u>\$ 11,251</u>	<u>\$ 122,637</u>	<u>\$ 497,433</u>

- * The Airport's investments in U.S. Treasury Bills and Notes are explicitly guaranteed by the U.S. government and, therefore, do not require a rating.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
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NOTE 2 CASH AND INVESTMENTS (CONTINUED)

C. Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of a counterparty, the Airport will not be able to recover the value of the investments or collateral securities that are in the possession of the counterparty.

The Investment Policy requires that all cash deposits, time certificates of deposit, deposits with listed institutions, and repurchase agreements be covered by adequate pledged collateral or held in trust for the payment of the principal or redemption price of interest on any bond. Acceptable collateral includes U.S. Treasury obligations, other interest-bearing securities guaranteed as to principal and interest by the U.S. or an agency or instrumentality of the U.S., bonds of the state of Missouri, or bonds of the City. The market value of the principal and accrued interest of the collateral must equal 103% of the deposits secured, less any amount subject to federal deposit insurance. All City securities and securities pledged as collateral must be held in a segregated account on behalf of the City by an independent third party with whom the City has a current custodial agreement and has been designated by the Treasurer and Funds Committee as eligible to serve in such a capacity.

At June 30, 2025, all Airport investments and all collateral securities pledged against Airport deposits are held by the counterparty's trust department or agent in the City's name.

D. Concentration of Credit Risk

The Investment Policy of the City provides that, with the exception of U.S. Treasury Securities, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. The Airport has no separate policy related to the concentration of credit risk, and the Airport's concentration of credit risk is considered in conjunction with the review of the concentration of credit risk for the City's total investment portfolio.

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NOTE 2 CASH AND INVESTMENTS (CONTINUED)

D Concentration of Credit Risk (Continued)

At June 30, 2025, the concentration of the Airport's investments (excluding cash deposits) was as follows:

Federal National Mortgage Association	3.30%
Commercial Paper	3.00
U.S. Treasury Bills and Notes	52.50
International Bank Notes	1.10
Tennessee Valley Authority	0.10
Federal Home Loan Bank	18.40
Certificates of Deposit	0.00
Guaranteed Investment Contract	1.20
Money Market Mutual Funds	20.50
Total	<u>100.00%</u>

NOTE 3 RESTRICTED ASSETS

Cash and investments, restricted in accordance with bond provisions, are as follows at June 30, 2025:

Airport Bond Fund:	
Debt Service Account	\$ 420,584
Debt Service Reserve Account	68,815
Airport Renewal and Replacement Fund	3,500
Passenger Facility Charge Fund	9,255
Airport Debt Service Stabilization Fund	38,211
Airport Construction Fund	15,398
Drug Enforcement Agency Funds	2,785
Total	<u>\$ 558,548</u>

Bond provisions require that revenues derived from the operation of the Airport be deposited into the unrestricted Airport Revenue Fund. From this fund, the following allocations are made (as soon as practicable in each month after the deposit of revenues, but no later than five business days before the end of each month) in the following order of priority, and as applicable:

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NOTE 3 RESTRICTED ASSETS (CONTINUED)

- a. Unrestricted Airport Operation and Maintenance Fund: An amount sufficient to pay the estimated operation and maintenance expenses during the next month.
- b. Airport Bond Fund: For credit to the Debt Service Account if and to the extent required so that the balance in said account shall equal the accrued aggregate debt service on the bonds, to the last day of the then-current calendar month. This account shall be used only for payment of bond principal and interest as the same shall become due.
- c. Airport Bond Fund: For credit to the Debt Service Reserve Account: An amount sufficient to maintain a balance in such account equal to the debt service reserve requirement (an amount equal to the greatest amount of principal and interest due in any future fiscal year). This account shall be available for deficiencies in the Debt Service Account on the last business day of any month, and the balance shall be transferred to the Debt Service Account whenever the balance in the Debt Service Account (before the transfer) is not sufficient to pay fully all outstanding bonds.
- d. Arbitrage Rebate Fund: An amount necessary to fund the Arbitrage Rebate in order to pay the Rebate Amount when due and payable.
- e. Subordinated Indebtedness: An amount sufficient to pay Subordinated Indebtedness in accordance with the authorizing and implementing documents for such Subordinated Indebtedness.
- f. Airport Renewal and Replacement Fund: An amount equal to \$57, provided that no deposit shall be required to be made into said fund whenever and as long as uncommitted moneys in said fund are equal to or greater than \$3,500 or such larger amount as the City shall determine is necessary for purposes of said fund and provided further that, if any such monthly allocation to said fund shall be less than the required amounts, the amount of the next succeeding monthly payments shall be increased by the amount of such deficiency. This fund shall be used for paying costs of renewal or replacement of capital items used in connection with the operation of the Airport.
- g. A subaccount in the Airport Revenue Fund: An amount determined from time to time by the City such that if deposits were made in amounts equal to such amount in each succeeding month during each Airport fiscal year, the balance in such subaccount shall equal the amounts payable to the City with respect to such Airport fiscal year for the payment of 5% of gross receipts from operations of the Airport. A maximum of 80% of the monthly transfer to this subaccount may be paid to the City during the Airport's fiscal year. The final installment may only be paid to the City upon delivery of the Airport's audited financial statements to the Airport Bond Fund Trustee.

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NOTE 3 RESTRICTED ASSETS (CONTINUED)

- h. Airport Debt Service Stabilization Fund and the Airport Development Fund: Various amounts for fiscal years 2006 through 2011, achieved a balance of \$38,211 at the end of fiscal year 2011. Beginning in fiscal year 2012, the Airport will allocate an amount sufficient to bring the amount on deposit in the Debt Stabilization Fund equal to the Debt Stabilization Fund Requirement (or such lesser amount as is available in the Revenue Fund for such transfer).
- i. The remaining balance in the Revenue Fund shall be deposited into the Airport Development Fund. This fund shall be used for extensions and improvements to the Airport, including equipment acquisition.

Bond provisions provide that, in the event the sums on deposit in the Airport Bond Fund – Debt Service and Debt Service Reserve Accounts are insufficient to pay accruing interest, maturing principal or both, Airport Development Fund, and Airport Renewal and Replacement Fund may be drawn upon, to the extent necessary, to provide for the payment of such interest, principal, or both. Any sums so withdrawn from these accounts for said purposes shall be restored thereto in the manner provided for in their original establishment. Bond provisions also provide that the principal proceeds from the sale of Airport revenue bonds shall be held in the Airport Construction Fund from which they shall be disbursed for the purposes contemplated in the related bond provisions and City ordinances.

Passenger Facility Charge Fund and Drug Enforcement Agency Funds are restricted in accordance with program agreements.

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NOTE 4 CAPITAL ASSETS

Following is a summary of the changes in capital assets for the year ended June 30, 2025:

	Balances at June 30, 2024	Additions	Retirements	Transfers	Balances at June 30, 2025
Capital Assets Being Depreciated:					
Pavings	\$ 1,214,666	\$ -	\$ -	\$ 25,918	\$ 1,240,584
Buildings and Facilities	740,000	72	-	11,077	751,149
Equipment	117,730	7,624	(1,674)	479	124,159
Total	2,072,396	7,696	(1,674)	37,474	2,115,892
Less Accumulated Depreciation:					
Pavings	(760,711)	(33,092)	-	-	(793,803)
Buildings and Facilities	(559,739)	(17,203)	-	-	(576,942)
Equipment	(82,373)	(4,636)	1,532	-	(85,478)
Total Accumulated Depreciation	(1,402,823)	(54,931)	1,532	-	(1,456,223)
Total Capital Assets Being Depreciated	669,572	(47,235)	(142)	37,474	659,669
Capital Assets Not Being Depreciated:					
Land	750,963	-	(277)	-	750,686
Construction in Progress	47,483	49,656	-	(37,474)	59,665
Easements	3,506	-	-	-	3,506
Total Capital Assets Not Being Depreciated	801,952	49,656	(277)	(37,474)	813,857
Total Capital Assets	\$ 1,471,524	\$ 2,421	\$ (419)	\$ -	\$ 1,473,526

Construction in progress as of June 30, 2025 consists of various improvements to the airfield and terminal buildings, as well as property purchased on which the Airport's expansion facilities will be constructed.

The estimated useful lives of capital assets are as follows:

Pavings	5 to 30 Years
Buildings and Facilities	5 to 30 Years
Equipment	3 to 30 Years

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NOTE 5 CHANGE IN LONG-TERM LIABILITIES

Following is a summary of the changes in long-term liabilities for the year ended June 30, 2025:

	Balances at June 30, 2024, As Restated	Additions	Reductions	Balances at June 30, 2025	Due Within One Year
Revenue Bonds Payable	\$ 777,165	\$ -	\$ (43,720)	\$ 733,445	\$ 50,960
Unamortized Discounts and Premiums	58,587	-	(6,621)	51,966	-
Net Pension Liability	36,975	-	(10,138)	26,837	-
Pension Funding Project	3,769	-	(193)	3,576	205
Other Long-Term Liabilities	525	-	(20)	505	-
Accrued Vacation, Compensatory, and Sick Time Benefits*	4,926	1,608	-	6,534	4,659
Unearned Lease Revenues	2,665	-	(281)	2,384	-
Total	<u>\$ 884,612</u>	<u>\$ 1,608</u>	<u>\$ (60,973)</u>	<u>\$ 825,247</u>	<u>\$ 55,824</u>

* The change in compensated absences is presented as a net change.

NOTE 6 REVENUE BONDS PAYABLE

Bonds outstanding at June 30, 2025 are summarized as follows:

<u>Description</u>	<u>Amount</u>
Bond Series 2005, interest rate ranging from 5.00% to 5.50%, payable in varying amounts through 2032	\$ 143,480
Bond Series 2007A, interest rate of 5.25%, payable in varying amounts through 2026	34,105
Bond Series 2017A, interest rate of 5.00%, payable in varying amounts through 2033	25,425
Bond Series 2017B, interest rate of 5.00%, payable in varying amounts through 2028	23,615
Bond Series 2017C, interest rate of 5.00%, payable in varying amounts through 2048	31,700
Bond Series 2017D, interest rate of 5.00%, payable in varying amounts through 2038	26,605
Bond Series 2019A, interest rate of 5.00%, payable in varying amounts through 2050	13,235

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NOTE 6 REVENUE BONDS PAYABLE (CONTINUED)

<u>Description (Continued)</u>	<u>Amount</u>
Bond Series 2019B, interest rate of 5.00%, payable in varying amounts through 2038	\$ 6,940
Bond Series 2019C, interest rate of 5.00%, payable in varying amounts through 2035	75,470
Bond Series 2022A, interest rate of 5.00%, payable in varying amounts through 2033	12,325
Bond Series 2023A, interest rate of 5.00%, payable in varying amounts through 2053	53,185
Bond Series 2024A interest rate ranging from 5.00% to 5.25%, payable in varying amounts through 2055	279,595
Bond Series 2024B interest rate of 5.25%, payable in varying amounts through 2055	<u>7,765</u>
Subtotal	733,445
Deduct / Add:	
Current Maturities	(50,960)
Unamortized Discounts and Premiums	<u>51,966</u>
	<u>1,006</u>
Total Revenue Bonds Payable	<u><u>\$ 734,451</u></u>

Interest payments on the above issues are due semiannually on January 1 and July 1.

If an event of default with respect to any Bond issued under the Indenture shall happen and be unremedied, the Trustee may declare the principal of all Bonds then outstanding, and the interest accrued thereon, to be due and immediately payable.

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NOTE 6 REVENUE BONDS PAYABLE (CONTINUED)

Debt-Related Items Presented as Deferred Outflows/Inflows of Resources

In accordance with GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, the gain/loss on bond refunding has been recorded as a deferred outflows/inflows of resources, net of the accumulated amortization and will be recognized as a component of interest expense using the bonds outstanding method over the life of the new bonds or of the old bonds, whichever is less. The detail of the debt-related items recognized as deferred outflows/inflows of resources as of June 30, 2025 is presented below:

Debt-Related Deferred Outflow/Inflow of Resources:

Deferred Outflow of Resources - Loss on	
Bond Refunding	<u>\$ 2,881</u>
Deferred Inflow of Resources - Gain on	
Bond Refunding	<u>\$ (512)</u>

Management is not aware of any violations of significant bond covenants with respect to the above issues at June 30, 2025, the aggregate debt service requirements for the next five years and in five-year increments thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 50,960	\$ 36,595	\$ 87,555
2027	42,430	34,204	76,634
2028	44,630	31,929	76,559
2029	40,075	29,685	69,760
2030	42,200	27,494	69,694
2031 - 2035	158,965	107,192	266,157
2036 - 2040	68,830	82,209	151,039
2041 - 2045	84,640	63,237	147,877
2046 - 2050	99,945	39,229	139,174
2051 - 2056	100,770	13,311	114,081
Total	<u>\$ 733,445</u>	<u>\$ 465,085</u>	<u>\$ 1,198,530</u>

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NOTE 7 USE AGREEMENTS AND LEASES WITH SIGNATORY AIR CARRIERS

Effective July 1, 2016, the Airport entered into long-term use and lease agreements with signatory air carriers that expired on June 30, 2022. Due to COVID-19, the agreement included a one year renewal option upon written notice by airlines no less than 120 days prior to expiration and both parties mutually agreed to extend the term to June 30, 2023. All signatory airlines exercised their renewal option to extend the term to June 30, 2023. During 2023, the airlines exercised another option to extend the agreement for a two year term to June 30, 2025. The signatory airlines exercised one more option to extend the agreement for another two year term to June 30, 2027. Contemporaneously, the Airport also adopted a new companion Airline Operating Agreement and Terminal Building Space Permit (AOA), which the Airport will make available to airlines that elect not to enter into an AUA. The new agreements retain most of the provisions of the prior master agreements, which expired June 30, 2016. Under the terms of the use and lease agreements, the air carriers have agreed to pay airfield landing fees; terminal and concourse rentals; hangar, cargo, and maintenance facility rentals; and certain miscellaneous charges in consideration for use of the Airport. The assets that are being leased by the airlines are primarily included within building and facilities capital assets. The use and lease agreements also require the Airport to make certain capital improvements and to provide maintenance of certain Airport facilities. Payments by the air carriers are determined as follows:

- a. Landing fees are calculated based on estimated operating and maintenance expenses of the airfield and allocated to the air carriers on the basis of landing weights. Landing fee revenues are adjusted each year by retroactive rate adjustment that is calculated as the difference between estimated and actual costs incurred and estimated and actual landing weights. These revenues are included in aviation revenue—airfield.
- b. Rentals are calculated based on estimated operating and maintenance expenses of the terminals and concourse areas and hangars, cargo, and maintenance facilities, and allocated to the air carriers on the basis of square footage leased in the terminals. Rental revenue is adjusted each year by retroactive rate adjustment that is calculated as the difference between estimated and actual costs incurred. These revenues are included in aviation revenue—terminals and concourses.
- c. Miscellaneous income is derived from the air carriers for their use of sanitary disposal facilities and airline service buildings.

During fiscal year 2025, revenues from signatory air carriers accounted for 50.2% of total Airport operating revenues.

Minimum future rentals for each year in the next five years and in the aggregate are not determinable given the method of calculation.

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NOTE 7 USE AGREEMENTS AND LEASES WITH SIGNATORY AIR CARRIERS (CONTINUED)

The following is a summary of aviation revenue by category and source from signatory and nonsignatory air carriers for the year ended June 30, 2025:

	Signatory	Nonsignatory	Total
Airfield	\$ 57,901	\$ 2,991	\$ 60,892
Terminal and Concourses	26,083	208	26,291
Hangars and Other Buildings	1,325	13	1,338
Cargo Buildings	1,870	725	2,595
Total	<u>\$ 87,179</u>	<u>\$ 3,937</u>	<u>\$ 91,116</u>

No assurance can be given as to the levels of aviation activity that will be achieved at the Airport in future fiscal years. Future traffic at the Airport is sensitive to a variety of factors including (1) the growth in the population and the economy of the area served by the Airport; (2) national and international political and economic conditions, including the effects of any past or future terrorist attacks; (3) air carrier economics and air fares; (4) the availability and price of aviation fuel; (5) air carrier service and route networks; (6) the capacity of the air traffic control system; (7) the capacity of the Airport/airways system; and (8) global pandemics.

The level of aviation activity at the Airport can have a material impact on the amount of total revenues generated at the Airport. However, Airport management believes the risk of significant variance in Airport revenues is mitigated by the Airport Use Agreements, concession agreements, and other leases, which contain minimum annual revenue guarantees.

NOTE 8 USE AGREEMENT WITH SIGNATORY AIR CARRIERS – SOUTHWEST AIRLINES AND AMERICAN AIRLINES, INC.

Southwest Airlines (Southwest) and American Airlines, Inc. (American) represent the major air carriers providing air passenger service at the Airport.

Southwest provided 25.9% of the Airport's total operating revenues and 51.7% of total revenues from participating air carriers for the fiscal year ended June 30, 2025. Accounts receivable at June 30, 2025 contained \$2,323 relating to amounts due to the Airport from Southwest. These amounts include \$1,461 of unbilled aviation credits at June 30, 2025.

American provided 8.0% of the Airport's total operating revenues and 15.9% of total revenues from signatory air carriers for the fiscal year ended June 30, 2024. Accounts receivable at June 30, 2025 contained \$2,133 relating to unused credits issued by the Airport to American. These amounts include \$266 of unbilled aviation credits at June 30, 2025.

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NOTE 9 LEASE RECEIVABLE

The Airport is a lessor for various noncancellable long-term leases of its facilities and land with varying renewal privileges to various nonsignatory air carriers, concessionaires, and others. Lease terms for the leases vary from 1 year to 47 years. The discount rate used for the calculation of the lease receivable varies depending on the length of the respective leases, and ranged from 0.33% to 4.76%.

Lease income from noncancellable long-term fixed payment leases totaled \$22,006 for the year ended June 30, 2025. Lease income is included in the following revenue categories on the Statement of Revenues, Expenses, and Changes in Fund Net Position (Aviation Revenue – Cargo \$1,487, Aviation Revenue – Hangers and Other Buildings \$44, Aviation Revenue – Terminals and Concourses \$35, Concessions \$16,171 and Lease Revenue \$4,269). Interest income from noncancellable long-term leases totaled \$5,305 for the year ended June 30, 2025.

Where a monthly lease payment is less than the calculated interest amount for that month, the difference is recorded as accrued interest receivable and accounted for separately from the respective lease receivable balance. Monthly interest accrues based on prior month-end balances of both the lease receivable account and the related accrued interest receivable account. This accrued interest account will accumulate until such time that monthly lease payment is greater than the interest calculated for that month. In leases that have outstanding accrued interest receivable balances, the related lease payments are applied in the following order: (1) to the interest portion of the rent, (2) to the accrued interest balance until fully paid and (3) to the lease receivable balance. Accrued interest receivable totaled \$478 at June 30, 2025.

NOTE 10 CONCESSIONS REVENUES

During fiscal year 2025, revenues from concessionaires accounted for 20.0% of total Airport operating revenues.

Following is a summary of revenues received by type of concession for the year ended June 30, 2025:

Advertising	\$ 578
Transportation Services	5,730
Automobile Rental	13,301
General Merchandise Sales	6,013
Food and Catering Services	8,303
Other	933
Total Concessions Revenue	<u>\$ 34,858</u>

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NOTE 11 PARKING REVENUES, NET

Parking revenues, net represents revenues collected in conjunction with the operations of the Airport parking facilities, net of related expenses. Gross parking revenues and parking expenses for the year ended June 30, 2025 are as follows:

Parking Revenues	\$ 42,546
Parking Expenses	<u>(11,744)</u>
Parking Revenues, Net	<u><u>\$ 30,802</u></u>

NOTE 12 RELATED-PARTY TRANSACTIONS

During the year ended June 30, 2025, the City charged the Airport \$2,664 for services rendered by various City departments, which are included in the Airport's operating expenses as interfund services used.

Each year, the Airport pays the City a gross receipts tax of approximately 5% of the Airport's gross receipts. During the year ended June 30, 2025, gross receipts tax amounted to \$8,111 and is reflected as transfers to the City of St. Louis, Missouri in the accompanying basic financial statements. As of June 30, 2025, \$3,318 remains unpaid.

NOTE 13 RETIREMENT PLANS

All employees of the Airport are covered by the following citywide employee retirement plans. The employees of the Airport Fire Department are covered by the Firemen's Retirement System of St. Louis (FRS), a single-employer defined-benefit retirement plan. Effective February 1, 2013, the City passed Ordinances #69149 and #69245 (amended by #69353) and Judge Dierker's ruling (Board Bill 109) replaced the FRS with a new retirement system, The Firefighters' Retirement Plan (FRP). All other employees are covered by the Employees' Retirement System of the City of St. Louis (Employees' System), a cost-sharing, multiple-employer, public defined-benefit retirement plan. Each system is administered by a separate Board of Trustees, members of which are appointed by City officials and plan participants.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS)

System Description (FRS)

The FRS issues a publicly available financial report that includes financial statements and supplementary information. That information may be obtained by writing to the Firemen's Retirement System of St. Louis, 1601 S. Broadway, St. Louis, Missouri, 63104.

The following disclosures are based on the September 30, 2024 FRS financial statements and the October 1, 2024 actuarial valuation. The valuation as of October 1, 2024, reflects the changes attributable to Ordinances #69245 and #69353, and Judge Dierker's subsequent ruling (Board Bill 109). Key changes to the FRS are as follows:

- FRS is frozen as of February 1, 2013. That is, benefits paid from FRS will be based on the member's service and salary earned as of February 1, 2013. Participants with benefit service in FRS are classified as grandfathered members.
- Firefighters hired after February 1, 2013 are not members of FRS.
- Vesting and eligibility service earned after February 1, 2013 in the newly established Firemen's Retirement Plan of St. Louis (FRP) will count toward vesting and eligibility service in FRS.
- Ancillary benefits, for disability or death occurring after February 1, 2013, are assumed to be paid from the newly established FRP to the extent that benefits do not depend on service earned prior to February 1, 2013. FRS members who become disabled or die before retirement are eligible for a refund of contributions made to FRS.
- Employer contributions to the frozen FRS will continue to be calculated under the Frozen Initial Liability cost method.
- Member contributions after February 1, 2013 from grandfathered participants in FRS will be paid to the FRP.
- Grandfathered members with 20 or more years of service as of February 1, 2013 are eligible to retire with unreduced FRP benefits if retirement commences before age 55.
- Grandfathered members with less than 20 years of service as of February 1, 2013 are eligible to retire with actuarially reduced FRP benefits if retirement commences before age 55.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS) (Continued)

System Description (FRS) (Continued)

As a result of Board Bill 109, the following assumptions were made:

- Since benefits paid under FRS will no longer depend on future salary increases, future salary increase assumptions have been eliminated in the projection of pay and valuation of benefits. Costs will continue to be spread over the present value of future salary, which includes future salary increases.
- It is assumed that grandfathered members with less than 20 years of service as of February 1, 2013 will not retire prior to age 55. The retirement rates were adjusted to reflect accelerated retirement when these members first become eligible at age 55.
- It was assumed the FRS frozen benefit relating to service and pay as of February 1, 2018, will be used to offset post-retirement survivor benefits paid under Firefighters Plan.
- The overall rates of disability were not changed, but the proportion of ordinary accidental disabilities accounts for 20% ordinary and 80% accidental to 60% ordinary and 40% accidental.

Plan liabilities for FRS after Board Bill 109 are predominantly for retired members and their beneficiaries. That is, the proportion of retired liabilities to total plan liabilities is projected to be over 80% by October 1, 2024.

An agreement between the City and FRS was reached regarding the recognition of City contributions under Board Bill 109. The City made contributions to FRS from February 1, 2013 to September 30, 2013. The contributions for this period recognize the impact of Board Bill 109, certain excess FRS City contributions were transferred from FRS to FRP.

The FRS, in accordance with Ordinance #62994 of the City, initiated during the Firemen's System's fiscal year ended August 31, 1994, the Deferred Retirement Option Plan (DROP). The DROP plan is available to members of the system who have achieved at least 20 years of creditable service and have eligibility for retirement. Those members who elect to participate will continue active employment, will have a service retirement allowance credited monthly into the DROP account of the member, and the member's contribution will be reduced to 1% from the normal 8%. During participation in the DROP plan, the member will not receive credit for employer contributions or credit for service. A member may participate in the DROP only once for any period up to five years. At retirement, the funds in the member's DROP account plus interest and accrued sick leave, if elected, are available to the member in a lump sum or in installments.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS) (Continued)

Funding Policy (FRS)

Firefighters contributed 8% of their salary to the FRS, as mandated per State statute and adopted by City ordinance through February 1, 2013 (date frozen). The City is required to contribute the remaining amounts necessary to fund the FRS. The City's policy is that the Airport pays 10% of the contribution for FRS.

Net Pension Liability (FRS)

The Airport reported a liability of \$2,400 for its proportionate share of the net pension liability as of June 30, 2025. The net pension liability was measured as of September 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2024. The Airport's proportion of the net pension liability is 10% and is based on the Airport's share of contributions to FRS relative to the contributions of all FRS.

Actuarial Methods and Assumptions (FRS)

Significant actuarial assumptions used in the valuation of the FRS are as follows:

Method:

Date of actuarial valuation	October 1, 2024
Actuarial cost method	Entry age normal, assumes all benefits are fully accrued as of the freeze date of February 1, 2013.

Actuarial Assumptions:

Investment rate of return	7.00%
Long-term municipal bond rate	3.81%
Rate of payroll growth	Benefits frozen as of February 1, 2013; therefore, no salary increases have been assumed

Consumer Price Inflation 2.50%

Mortality Post-retirement ordinary mortality rates are based on the Pub-2010 Safety Healthy Annuitant mortality table, sex distinct.
Pre-retirement – mortality rates are based on the Pub-2010 Safety Employee mortality table, sex distinct.
Post-disability mortality rates are based on the Pub-2010 Safety Disabled Retiree mortality table, sex distinct.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS) (Continued)

Actuarial Methods and Assumptions (FRS) (Continued)

The actuarial assumptions used in the October 1, 2024 actuarial valuation were based on the results of an actuarial experience study for the period October 1, 2018 to September 30, 2022 which was performed to compare actual demographic and economic experience with the actuarial assumptions used in the actuarial valuation.

The long-term expected rate of return on the FRS investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. For each major asset class that is included in the pension plans target asset allocation as of October 1, 2024, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Core Bonds	5.00%	2.52%
Core Plus	22.00	2.83
Diversified Fund of Funds	5.00	4.75
U.S. Large Cap Equity	20.00	7.20
U.S. Small Cap Equity	9.00	8.59
International Developed Equity	18.00	7.97
Emerging Market Equity	6.00	9.24
Core Real Estate	10.00	6.45
Value Add Real Estate	5.00	7.95
Total	<u>100.00%</u>	

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS) (Continued)

Actuarial Methods and Assumptions (FRS) (Continued)

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that the Airport would make the required contributions as defined by Statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees and their beneficiaries. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. For the October 1, 2024 actuarial valuation, a 7.00% long-term rate of return was used. The sensitivity of the net pension liability to changes in the discount rate for the year ended June 30, 2025 for the Airport is as follows:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Net Pension (Asset)	\$ 6,124	\$ 2,400	\$ (800)

Pension Expense (FRS)

For the fiscal year ended June 30, 2025, the Airport recognized pension expense of \$4,490. Annual pension expense consists of service cost, interest, and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firemen's Retirement System of St. Louis (FRS) (Continued)

Deferred Outflows/Inflows of Resources Related to Pension (FRS)

In accordance with GASB Statement No. 68, the Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2025, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflow of Resources</u>	<u>Deferred Inflow of Resources</u>
Difference Between Expected and Actual Liability Experience	\$ 159	\$ 35
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	3,487	4,071
Changes in Assumptions	-	-
Total	<u>\$ 3,646</u>	<u>\$ 4,130</u>

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of FRS employees. The following table summarizes the future recognition of these items:

<u>Year Ending June 30,</u>	<u>Amount</u>
2026	\$ (108)
2027	1,049
2028	(703)
2029	(723)
Total	<u>\$ (485)</u>

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firefighter's Retirement Plan (FRP)

System Description (FRP)

The FRP administers a single-employer defined-benefit pension plan providing pension benefits to the Airport firemen.

The FRP issues a publicly available financial report that includes financial statements and supplementary information. That report may be obtained by writing to the Firefighters' Retirement Plan of the city of St. Louis; 1114 Market Street, Suite 900; St. Louis, Missouri 63101.

Effective February 1, 2013, benefit accruals under the Firemen's Retirement System of St. Louis (FRS) were frozen. The Firefighters' Retirement Plan of the city of St. Louis (FRP) was established as of that date to provide retirement, disability, and death benefits for service rendered after the effective date. Credited service accrued under the FRS counts toward benefit accruals under the FRP, but benefits attributable to such services are offset by the benefits payable by the FRS. Under the FRP, the plan provisions for members who were active as of February 1, 2013 (Grandfathered Participants) are substantially the same as the plan provisions for the FRS.

The FRP provides retirement benefits as well as death and disability benefits. Grandfathered members are those who were employed prior to February 1, 2013. Members can voluntarily retire after a minimum of 20 years of service and upon reaching the normal retirement age of 55. A member who has 20 years of service but has not yet reached the age of 55 may elect an early retirement with the normal retirement benefit deferred until reaching the age of 55. In lieu of a deferred retirement benefit, the member may elect to receive his/her retirement benefit beginning on his/her early retirement date or on the first day of any month thereafter prior to reaching age 55 with such benefit actuarially reduced from age 55. A member hired on or after the effective date of February 1, 2013 who terminates employment after completing 10 years of service, but before completing 20 years of service, is eligible for a full unreduced pension beginning at age 62. Such a member may elect to receive a refund of his/her contributions, plus interest, in lieu of a pension benefit.

The monthly allowance is determined by the average final monthly compensation over the last five years of service. For grandfathered members, the average is over the last two years of service. The monthly allowance consists of 40% of the applicable final average monthly compensation at 20 years of service, plus 2% of such final average compensation for each of the next five years of service, plus 5% of final average compensation for each additional year of service after 25 years with a maximum pension of 75%. Unused accrued sick pay accumulated before September 20, 2010 may increase the maximum pension beyond this limitation.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firefighter's Retirement Plan (FRP) (Continued)

System Description (FRP) (Continued)

A grandfathered member with 20 or more years of credited service may elect to enter the DROP program and defer retirement for up to five years while continuing active employment. The benefit payments the participant would have received during that period are deposited into the DROP account and earn interest at a rate equal to the percentage rate of return of the Trust Fund's investment portfolio for that year. After five years or termination from the DROP plan, the participant may retire or return to regular active service. Upon termination of employment, the participant can choose to receive the DROP account with interest earned. If the participant dies prior to termination of employment, the DROP account is paid as a lump sum to the participant's beneficiary or estate. Active service while in the DROP program is not included in the credited service used to calculate the participant's final benefit amount.

Those members who elect to participate will continue active employment, will have a service retirement allowance credited monthly in the DROP account of the member, and the member's contributions will be reduced to 1% from the normal contribution percentage. During participation in the DROP, the member will not receive credit for City contributions or credit for service. A member may participate in the DROP only once for any period up to five years. At retirement the funds in the member's DROP account plus: 1) interest and 2) accrued sick leave if elected are available to the member in a lump sum or in installments.

Funding Policy (FRP)

A grandfathered member with at least 20 years of service as of February 1, 2013 contribute 8% of their salary, after tax. All other members contribute 9% of their salary, pretax. The Airport is required to contribute the remaining amounts necessary to fund FRP. All members who terminate employment before becoming eligible to receive a retirement benefit will receive a refund of all contributions plus interest. Members hired after February 1, 2013 who terminate employment before reaching age 55 and elect a refund of contributions in lieu of a pension benefit will also receive a refund of their contributions plus interest, as will grandfathered members who terminate employment before completing 20 years of service. Contributions to the FRP made on or after the inception of the FRP are not refundable to a member who receives a service retirement benefit, ordinary disability benefit, or a service connected disability benefit, except that contributions to the FRP by a grandfathered member with at least 20 years of service as of inception who receives a service retirement benefit are refundable without interest.

An agreement between the City and FRS was reached regarding the recognition of City contributions under Board Bill 109. The City made contributions to FRS from February 1, 2013 to September 30, 2013. The contributions for this period recognize the impact of Board Bill 109, certain excess Firemen's System City contributions were transferred from the FRS to the FRP. The City's policy is that the Airport pays 10% of the contribution for FRP.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firefighter's Retirement Plan (FRP) (Continued)

Net Pension Liability (FRP)

The Airport reported a liability of \$3,718 for its proportionate share of the net pension liability as of June 30, 2024. The net pension liability was measured as of September 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2024. The Airport's proportion of the net pension liability is 10% and is based on the Airport's share of contributions to FRP relative to the contributions of all FRP.

Actuarial Methods and Assumptions (FRP)

The following were some of the significant actuarial assumptions used in the valuation of the Firefighter's Plan:

Method:

Date of actuarial valuation	October 1, 2024
Actuarial cost method	Entry age normal

Actuarial Assumptions:

Investment rate of return	7.00%
Rate of payroll growth	Varies based on Participants' year of service from 2.75% to 6.25%, includes merit and promotions

Consumer Price Inflation	2.7550%
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Mortality	Pre-retirement: Pub-2010 Public Safety Employee Mortality [PubS-2010 Employee] as published by the Society of Actuaries (SOA), unadjusted, with future improvements from the base year of 2010 on a generational basis using SOA's Scale MP-2021 Healthy post-retirement: Pub-2010 Public Safety Healthy Retiree Mortality [PubS-2010 Healthy Retiree], as published by the Society of Actuaries, unadjusted, with future improvements from the base year of 2010 on a generational basis using SOA's MP-2021 Disabled post-retirement: Pub-2010 Public Safety Disabled Retiree Mortality Table [PubS-2010 Disabled Retiree], as published by the Society of Actuaries, unadjusted, and with future improvements from the base year of 2010 on a generational basis using SOA's MP-2021 Beneficiaries: Pub -2010 General Healthy Retiree Mortality Table (PubG-2010 healthy Retiree) as published by the Society of Actuaries, unadjusted, and with future improvement from the base year of 2010 on a generational basis using SOA's Scale MP-2021.
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The actuarial assumptions used in the October 2024 actuarial valuation were based on the results of an actuarial experience study performed for the period October 1, 2017, through September 30, 2022.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firefighter's Retirement Plan (FRP) (Continued)

Actuarial Methods and Assumptions (FRP) (Continued)

The long-term expected rate of return on the FRP investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These real rates of return are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. For each major asset class that is included in the pension plans target asset allocation as of September 30, 2024, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed Income	20.00%	0.40%
Domestic Large Cap Equity	25.00	8.10
Domestic Mid Cap Equity	15.00	8.40
Domestic Small Cap Equity	5.00	6.80
Real Estate	10.00	5.90
Foreign Equity	10.00	5.30
Foreign Equity - Emerging Markets	5.00	7.40
Foreign Equity Small Cap	5.00	7.20
Timber/Farmland	5.00	7.30
Total	100.00%	

The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that the Airport would make the required contributions as defined by statute. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. For the October 1, 2024 actuarial valuation, a 7.00% long-term rate of return was used. The sensitivity of the net pension liability to changes in the discount rate for the year ended June 30, 2025 for the Airport is as follows:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Net Pension Liability	\$ 6,626	\$ 3,718	\$ 1,272

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Firefighter's Retirement Plan (FRP) (Continued)

Pension Expense (FRP)

For the fiscal year ended June 30, 2025, the Airport recognized pension expense of \$754 annual pension expense consists of service cost, interest and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

Deferred Outflows/Inflows of Resources Related to Pension (FRP)

In accordance with GASB Statement No. 68, the Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2025, the Airport reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	\$ -	\$ 1,072
Changes in Assumptions	513	-
Differences Between Expected and Actual Experience	1,089	1,107
Total	<u>\$ 1,602</u>	<u>\$ 2,179</u>

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of the FRP employees. The following table summarizes the future recognition of these items:

<u>Year Ending June 30,</u>	<u>Amount</u>
2026	\$ 48
2027	151
2028	(590)
2029	(455)
2030	(2)
Thereafter	270
Total	<u>\$ (578)</u>

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS)

The Airport participates in the Employees' Retirement System of the city of St. Louis (Employees' System), a cost-sharing, multiple-employer, public defined-benefit retirement plan.

System Description (ERS)

All nonuniformed employees of the Airport become members of the Employees' System upon employment, with the exception of employees hired after attaining age 60.

The Employees' System issues a publicly available financial report that includes financial statements and supplementary information. That report may be obtained by writing to the Employees' Retirement System of the city of St. Louis; 1114 Market Street, Suite 900; St. Louis, Missouri 63101.

The Employees' System provides for defined-benefit payments for retirement, death, or disability to eligible employees or their beneficiaries based upon creditable service, final average compensation, and a benefit compensation base. Benefits vest to employees covered by the Employees' System after the employee has attained five years of creditable service. Employees retire with full retirement benefits after the age 65 or if the employee's age and creditable service combined equal or exceed 85. Employees may retire and receive a reduced benefit after age 60, with five years of creditable service; age 55, with 20 years of creditable service; or at any age after 30 years of creditable service. The monthly pension benefits of all retirees or their beneficiaries are adjusted according to the changes in the Consumer Price Index of the U.S. Department of Labor. Increases are limited each year, with total increases to retirees or their beneficiaries limited to 25%.

On June 8, 2000, the Mayor of the City approved an ordinance passed by the Board of Aldermen, Authorizing a Deferred Retirement Option Plan (DROP), which became effective January 1, 2001. This plan states that when members reach retirement age, they are allowed to work for five additional years and defer receipt of their retirement allowance. The calculation of average salary for retirement benefits will not include the additional years of service after normal retirement age. The amount that would have been received as retirement benefit is put in a special DROP account monthly. The DROP account will not be adjusted for cost-of-living increases as the normal retirement benefits are. The DROP account earns interest at the actuarial valuation rate of return and at the 10-year U.S. Treasury Bond yield as of September 30 for DROP participants enrolling February 1, 2003 and thereafter. After the member completely terminates employment, the member can withdraw amounts from the DROP account in a lump sum or according to a deferred retirement payment plan.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS) (Continued)

Funding Policy (ERS)

The Employees System's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are sufficient to accumulate assets to pay benefits when due. If contributions are necessary, level percentage of payroll employer contribution rates are determined using the projected unit credit actuarial cost method.

Employer contribution rates are established annually by the Board of Trustees of the Employees' System based on an actuarial study. Deductions from plan net assets are financed from plan additions. The Board of Trustees established the required employer-contributions-rate-based active member payroll of 13.19% effective July 2020 and 12.26% effective July 2019.

Employees who became members of the Employees' System prior to October 14, 1977, and continue to make contributions, may make voluntary contributions to the Employees' System equal to 3% of their compensation until the employee's compensation equals the maximum annual taxable earnings under the Federal Social Security Act. Thereafter, employees may contribute 6% of their compensation for the remainder of the calendar year. The Airport's contributions to the Employee's system for the year ended June 30, 2025 were \$3,649.

Net Pension Liability (ERS)

The Airport reported a liability of \$20,720 for its proportionate share of the net pension liability as of June 30, 2025. The net pension liability was measured as of September 30, 2024 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of October 1, 2024. The Airport's proportion of the net pension liability was based on the Airport's share of contributions to the Employees' System relative to the contributions of all Employees' System participating employers. As of September 30, 2024, the Airport's collective proportion was 7.25%, which was a decrease of 0.24% from its proportion measured as of September 30, 2022.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS) (Continued)

Actuarial Methods and Assumptions (ERS)

The following were some of the significant actuarial assumptions used in the valuation of the Employee's System:

Date of Actuarial Valuation	October 1, 2024
Actuarial Cost Method	Entry age normal
Inflation	2.50%
Long-Term Rate of Return	7.25%
Projected Salary Increases	Varies by service, ranging from 2.50% to 4.55%
Mortality	Active: 135% of the Pub-2010 General Employee below-median income weighted mortality for males and 155% for females projected with generational mortality improvements from 2010 using Scale MP-2019 Healthy: 125% of the Pub-2010 General Retiree below-median income mortality for males and 120% for females projected with generational mortality improvements from 2010 using Scale MP-2019 Disables: 120% of the Pub-2010 Non-safety Disables Retiree mortality for males and 110% for females projected with generational mortality improvements from 2010 using Scale MP-2019

The actuarial assumptions used in the October 1, 2024 actuarial valuation were based on the results of an actuarial experience study performed in 2020 which reviewed all economic and demographic assumptions.

The long-term expected rate of return on pension plan investments was determined using a building-block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These rates are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS) (Continued)

Actuarial Methods and Assumptions (ERS) (Continued)

For each major asset class that is included in the pension plan target asset allocation as of September 30, 2025, these best estimates are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Large Cap	20.50%	7.17%
Mid Cap	7.00	7.60
Small Cap	6.00	8.17
International Large Cap	12.00	7.70
Emerging Markets	3.00	8.00
Bank Loans	3.00	7.80
Core Plus Fixed Income	11.00	5.20
Core Fixed Income	11.00	4.40
High Yield	3.00	7.50
Core Real Estate	7.50	6.20
Infrastructure	5.00	6.80
Private Equity	5.00	10.60
Hedge Funds	3.00	5.50
Defensive Equity	3.00	6.40
Total/Average	100.00%	7.07%

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions will be made at rates equal to the difference between actuarially determined contribution rates and the employee rate. Based on those assumptions, the pension plans fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. For the October 1, 2023 actuarial valuation, a 7.25% long-term rate of return was used. The sensitivity of the net pension liability to changes in the discount rate for the year ended June 30, 2025 for the Airport is as follows:

	1% Decrease 6.25%	Current Discount Rate 7.25%	1% Increase 8.25%
Net Pension Liability	\$ 29,049	\$ 20,720	\$ 13,634

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS) (Continued)

Pension Expense (ERS)

For the fiscal year ended June 30, 2025, the Airport recognized pension expense of \$3,527. Annual pension expense consists of service cost, interest, and administrative expenses on the pension liability less employee contributions and projected earnings on pension plan investments. The difference between actual and expected earnings is recorded as a deferred outflow/inflow of resources recognized in pension expense over a five-year period.

Deferred Outflows/Inflows of Resources Related to Pension (ERS)

The Airport recognizes differences between actual and expected experience with regard to economic or demographic factors, changes of assumptions about future economic or demographic factors, the difference between actual and expected investment returns, changes in proportion, and contributions subsequent to the measurement date as deferred outflows/inflows of resources. At June 30, 2025, the Airport reported deferred outflows of resources and inflows of resources related to pensions from the following sources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Differences Between Expected and Actual Experience	\$ 472	\$ -
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	1,569
Changes in Assumptions	-	46
Airport Contributions Subsequent to the Measurement Date	2,720	-
Total	\$ 3,192	\$ 1,615

The \$2,720 reported as deferred outflows of resources related to pensions resulting from the Airport's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2026.

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NOTE 13 RETIREMENT PLANS (CONTINUED)

Employees' Retirement System of the City of St. Louis (ERS) (Continued)

Deferred Outflows/Inflows of Resources Related to Pension (ERS) (Continued)

The Airport recognizes differences between actual and expected investment performance included in deferred outflows/inflows of resources on a straight-line basis over five years. Differences between expected and actual experience and changes in actuarial assumptions are amortized over the average expected remaining service life of the Employee System. The following table summarizes the future recognition of these items:

<u>Year Ending June 30,</u>	<u>Amount</u>
2026	\$ 187
2027	1,277
2028	(1,415)
2029	(1,193)
Total	<u>\$ (1,144)</u>

Pension Funding Project

During fiscal year 2008, the city of St. Louis Municipal Finance Corporation issued \$46,700 in Taxable Leasehold Revenue and Refunding Bonds Series 2007 (Pension Funding Project) to fund the Employees' System. While the Airport is not legally responsible for these bonds, \$5,510 of the proceeds was allocated to the Airport. A \$3,575 liability is reflected on the balance sheet within noncurrent other long-term liabilities and is payable to the city of St. Louis by June 30, 2037.

NOTE 14 COMMITMENTS AND CONTINGENCIES

At June 30, 2025, the Airport had outstanding commitments amounting to approximately \$141,482 resulting primarily from contracts for construction projects. In addition, the Airport has \$131,310 in outstanding commitments resulting from service agreements.

In connection with federal grant programs, the Airport is obligated to administer the related programs, spend the grant monies in accordance with regulatory restrictions, and is subject to audit by the grantor agencies. In cases of noncompliance, the agencies involved may require the Airport to refund program monies.

Finally, certain lawsuits were pending against the City that involved the Airport. In the opinion of Airport officials and legal counsel, these actions are not expected to have a material effect, individually or in the aggregate, on the financial position or results of operations of the Airport.

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
NOTES TO BASIC FINANCIAL STATEMENTS
JUNE 30, 2025
(DOLLARS IN THOUSANDS, UNLESS OTHERWISE INDICATED)

NOTE 15 RISK MANAGEMENT

The Airport is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The Airport participates in the Settlement Fund, an internal service fund of the city of St. Louis, Missouri. The purpose of the Settlement Fund is to account for risks in which the City is self-insured, primarily workers' compensation, unemployment benefits, certain general liability, and various other claims and legal actions. All self-insured claims liabilities and payments are recorded in the Settlement Fund. The Airport reimburses the Settlement Fund for workers' compensation claims on a cost-reimbursement basis. During the year ended June 30, 2025, expenses related to the Airport's participation in the Settlement Fund amounted to \$389 and are reflected as interfund services used in the accompanying basic financial statements. At June 30, 2025, the Airport owed the Settlement Fund \$2,230 for unreimbursed workers' compensation claims.

The Airport purchases commercial insurance for other risks it considers significant, including general liability, public officials' liability, property damage, employee honesty bond, business auto, and insurance on its fine arts. Settled claims did not exceed commercial coverage in any of the last three years.

NOTE 16 PLEDGED REVENUES

The Airport has pledged future specific revenue streams, net of specified operating expenses, to secure the repayment of \$733,445 in various long-term debt issuances, as outlined in Note 6. The general purpose of the various long-term debt issuances is for land acquisition and construction of the capital assets at the Airport. The bonds are payable from Airport net revenues and are payable through July 2025. Annual principal and interest payments on the bonds are expected to require less than 80% of estimated Airport net revenues. As of June 30, 2025, the total principal and interest remaining to be paid on the bonds is \$1,198,530. Principal and interest paid was \$89,669 for the year ended June 30, 2025. The pledged net revenue recognized for the year ended June 30, 2025 was \$86,140.

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
ANALYSIS OF CASH AND INVESTMENT ACCOUNTS
YEAR ENDED JUNE 30, 2025
(DOLLARS IN THOUSANDS)**

	Unrestricted					Restricted Held		Restricted					
	Unrestricted			Funds Designated		by Trustee Bond Fund		Other Restricted Funds					
	Revenue Fund	Revenue Fund Subaccount	Operation and Maintenance Fund	Development Fund (ADF)/ Debt Service Stabilization Fund (DSSF)	Construction Fund	Debt Service Account	Debt Service Reserve Account	Renewal and Replacement Fund	Passenger Facility Charge Fund	Stabilization Fund	Construction Fund	DEA Fund	Total
Balance at June 30, 2024	\$ 43,782	\$ 13,103	\$ -	\$ 76,458	\$ (6,443)	\$ 425,621	\$ 72,219	\$ 3,500	\$ 11,675	\$ 38,211	\$ 15,359	\$ 2,750	\$ 696,235
Cash Deposited with City Treasurer	6,843	-	-	-	512	-	-	-	28,389	-	-	-	35,744
Cash Receipts	132	-	-	117	1,336	4,043	707	-	740	-	39	128	7,242
Transfer in Accordance with Ordinance	(24,272)	8,111	39,926	(20,339)	-	45,785	(6,470)	-	(31,549)	-	-	-	11,192
Vouchers and Requisitions Paid	(14,528)	-	(39,926)	-	-	-	-	-	-	-	-	(93)	(54,547)
Bond Proceeds	-	-	-	-	-	(11)	-	-	-	-	-	-	(11)
Interest	-	-	-	-	-	(11,134)	2,361	-	-	-	-	-	(8,773)
Redemption of Bonds	-	-	-	-	-	(43,720)	-	-	-	-	-	-	(43,720)
Capitalized Interest	-	-	-	-	-	-	(2)	-	-	-	-	-	(2)
Payments to the City of 5% of													
Gross Receipts	-	(4,871)	-	-	-	-	-	-	-	-	-	-	(4,871)
Receipts from FAA, TSA, and MoDOT	-	1,374	-	25,068	-	-	-	-	-	-	-	-	26,442
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Balance at June 30, 2025	\$ 11,957	\$ 17,717	\$ -	\$ 81,304	\$ (4,595)	\$ 420,584	\$ 68,815	\$ 3,500	\$ 9,255	\$ 38,211	\$ 15,398	\$ 2,785	\$ 664,931

SCHEDULE II

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2005 REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.50%	\$ 2,655
2026	5.50	2,795
2027	5.50	24,545
2028	5.50	26,135
2029	5.50	27,570
2030	5.50	29,090
2031	5.50	30,690
2032	0.00	-
Total		<u>\$ 143,480</u>

SCHEDULE III

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2007A REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)**

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.25%	\$ 10,000
2026	5.25	24,105
Total		<u>\$ 34,105</u>

SCHEDULE IV

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2017A REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 11,380
2026	5.00	-
2027	5.00	2,065
2028	5.00	2,170
2029	5.00	2,275
2030	5.00	2,390
2031	5.00	2,510
2032	5.00	2,635
2033	5.00	-
Total		<u>\$ 25,425</u>

SCHEDULE V

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2017B REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 8,005
2026	5.00	6,780
2027	5.00	8,830
2028	5.00	-
Total		<u>\$ 23,615</u>

SCHEDULE VI

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2017C REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2038	5.00%	\$ 2,520
2039	5.00	2,645
2040	5.00	2,780
2041	5.00	2,920
2042	5.00	3,065
2043	5.00	3,215
2044	5.00	3,375
2045	5.00	3,545
2046	5.00	3,725
2047	5.00	3,910
Total		<u>\$ 31,700</u>

SCHEDULE VII

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2017D REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2028	5.00%	\$ 2,115
2029	5.00	2,220
2030	5.00	2,335
2031	5.00	2,450
2032	5.00	2,570
2033	5.00	2,700
2034	5.00	2,835
2035	5.00	2,975
2036	5.00	3,125
2037	5.00	3,280
Total		<u>\$ 26,605</u>

SCHEDULE VIII

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2019A REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)**

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2037	5.00%	\$ 550
2038	5.00	795
2039	5.00	835
2040	5.00	880
2041	5.00	925
2042	5.00	970
2043	5.00	1,015
2044	5.00	1,070
2045	5.00	1,120
2046	5.00	1,175
2047	5.00	1,235
2048	5.00	1,300
2049	5.00	1,365
Total		<u>\$ 13,235</u>

SCHEDULE IX

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2019B REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 420
2026	5.00	445
2027	5.00	465
2028	5.00	490
2029	5.00	515
2030	5.00	540
2031	5.00	565
2032	5.00	595
2033	5.00	625
2034	5.00	655
2035	5.00	690
2036	5.00	725
2037	5.00	210
Total		<u>\$ 6,940</u>

SCHEDULE X

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2019C REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 5,040
2026	5.00	6,390
2027	5.00	6,705
2028	5.00	7,040
2029	5.00	7,395
2030	5.00	7,760
2031	5.00	8,155
2032	5.00	8,560
2033	5.00	8,990
2034	5.00	9,435
Total		<u>\$ 75,470</u>

SCHEDULE XI

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2022A REVENUE REFUNDING BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 1,120
2026	5.00	1,170
2027	5.00	1,235
2028	5.00	1,300
2029	5.00	1,360
2030	5.00	1,430
2031	5.00	1,500
2032	5.00	3,210
Total		<u>\$ 12,325</u>

SCHEDULE XII

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2023A REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2025	5.00%	\$ 12,340
2026	5.00	745
2027	5.00	785
2028	5.00	825
2029	5.00	865
2030	5.00	910
2031	5.00	955
2032	5.00	1,000
2033	5.00	1,050
2034	5.00	1,105
2035	5.00	1,160
2036	5.00	1,215
2037	5.00	1,280
2038	5.00	1,340
2039	5.00	1,410
2040	5.00	1,480
2041	5.00	1,555
2042	5.00	1,630
2043	5.00	1,710
2044	5.00	1,800
2045	5.00	1,890
2046	5.00	1,980
2047	5.00	2,080
2048	5.00	2,185
2049	5.00	2,295
2050	5.00	2,410
2051	5.00	2,530
2052	5.00	2,655
Total		<u>\$ 53,185</u>

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2024A REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)**

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2032	5.00%	\$ 6,890
2033	5.00	7,235
2034	5.00	7,595
2035	5.00	7,975
2036	5.00	8,375
2037	5.00	8,795
2038	5.00	9,235
2039	5.00	9,695
2040	5.00	10,180
2041	5.00	10,690
2042	5.00	11,220
2043	5.00	11,785
2044	5.00	12,375
2045	5.25	12,990
2046	5.25	13,675
2047	5.25	14,390
2048	5.25	15,145
2049	5.25	15,940
2050	5.25	15,380
2051	5.25	16,190
2052	5.25	17,035
2053	5.25	17,930
2054	5.25	18,875
Total		<u>\$ 279,595</u>

SCHEDULE XIV

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF 2024B REVENUE BONDS PAYABLE
JUNE 30, 2025
(DOLLARS IN THOUSANDS)**

<u>Maturity on July 1,</u>	<u>Interest Rate</u>	<u>Principal Maturity</u>
2050	5.25%	\$ 1,400
2051	5.25	1,470
2052	5.25	1,550
2053	5.25	1,630
2054	5.25	1,715
Total		<u>\$ 7,765</u>

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT
(AN ENTERPRISE FUND OF THE CITY OF ST. LOUIS, MISSOURI)
SCHEDULE OF INSURANCE – UNAUDITED
JUNE 30, 2025
(DOLLARS IN THOUSANDS)

Insurer	Amount	Expiration Date	Character of Coverage
Starr Aviation	\$ 350,000	10/1/2025	Airport Owners and Operators Liability
AXA XL Insurance	750,000	10/1/2025	Property Damage and Time Element
ACE American Insurance Company	7,000	10/1/2025	Public official's and employee's liability
New Hampshire Insurance Company	1,000	10/1/2025	Auto Liability
Lexington	33,873	10/1/2025	Inland Marine/Property equipment
Merkel	2,500	10/1/2025	Fine Arts
Nationwide Mutual	100	11/1/2025	Surety Bond U.S. Customs
Harleysville	7,915	11/1/2025	Property for Bridgeton Army Guard location
Resilience Cyber Insurance Solutions	3,000	3/15/2026	Cyber Liability
Berkeley	1,000	3/15/2026	Crime Policy
Swiss Re	10,000	10/1/2025	Tornado Only

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

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Appendix C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Amended and Restated Indenture of Trust dated as of July 1, 2009, between the City and the Trustee (the “**Restated Indenture**”), which amended, restated and superseded the Indenture of Trust dated as of October 15, 1984 (the “**Original Indenture**”), between the City and the Trustee. (The Original Indenture, as amended, supplemented and restated by the Restated Indenture, and as amended and supplemented from time to time, including by the Twenty-Eighth Supplemental Indenture of Trust dated as of November 1, 2026 (the “**28th Supplemental Indenture**”), is referred to herein collectively as the “**Indenture**”). This summary does not purport to set forth all of the provisions of the Indenture and reference is made to the Indenture for its complete and actual terms.

Definitions

The following terms have the following meanings in the Indenture, unless a different meaning clearly appears from the context:

“**2026 Improvement and Refunding Bonds Accounts**” means the subaccounts created by the 28th Supplemental Indenture, as described under “**Establishment of Funds**” below.

“**2026 Projects**” means the 2026A Project, the 2026B Project and the 2026C Project described in the 28th Supplemental Indenture.

“**2026A Project**” means the portion of the 2026 Projects the costs of which are to be paid from the proceeds of the Series 2026A Bonds, as more particularly described in the 28th Supplemental Indenture.

“**2026B Project**” means the portion of the 2026 Projects, the costs of which are to be paid from the proceeds of the Series 2026B Bonds, as more particularly described in the 28th Supplemental Indenture.

“**2026C Project**” means the portion of the 2026 Projects, the costs of which are to be paid from the proceeds of the Series 2026C Bonds, as more particularly described in the 28th Supplemental Indenture.

“**Accountant’s Certificate**” means a certificate signed by an independent certified public accountant or a firm of certified public accountants selected by the City satisfactory to the Trustee, who may be the accountant or firm of accountants who regularly audit the books of the City.

“**Accrued Aggregate Debt Service**” means, as of any date of calculation, an amount equal to the sum of (i) interest on the Bonds of all Series accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installments for all Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month.

“**Additional Bonds**” means Bonds authenticated and delivered pursuant to the Indenture, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture.

“**Additional Project**” means the extension, improvement, purchase, acquisition, construction and enlargement of facilities, appurtenances and equipment, and the acquisition of land, for the Airport to be financed, in whole or in part, from the proceeds of Additional Bonds issued pursuant to the provisions of the Indenture.

“Adjusted Debt Service” means Debt Service, except that for any Series of Partially Amortizing Bonds it will mean Debt Service for each Fiscal Year other than the Fiscal Year in which the final maturity date of such Bonds occurs and, with respect to such Fiscal Year and each Fiscal Year thereafter through the Fiscal Year ending on the date which is the anniversary of the final maturity date of such Series next occurring before the date which is 25.5 years after their issuance, that amount which if paid in substantially equal installments in each such Fiscal Year would pay the full amount of principal of such Bonds and the interest thereon (at the Index Interest Rate) by such anniversary.

“Aggregate Adjusted Debt Service” means, as of any particular date of computation and with respect to any period, the sum of the amounts of Adjusted Debt Service for such period with respect to all Series of Bonds.

“Aggregate Debt Service” means, as of any particular date of computation and with respect to any period, the sum of the amounts of Debt Service for such period with respect to all Series of Bonds.

“Airport” means the St. Louis Lambert International Airport owned and operated by the City, including all land owned as of the date of the Indenture or acquired after the date of the Indenture by the City (by lease or otherwise) for purposes of such airport (including, without limitation, noise mitigation and clear zone purposes) and all improvements and facilities in existence as of the date of the Indenture and located on any such land, as said Airport may be added to, extended, improved or constructed and equipped after the date of the Indenture.

“Airport Authority” means the entity that was created by the City’s Board of Aldermen pursuant to an ordinance in 1968 and that operates the Airport and consists of the Airport Commission, the Airport Director and other managers and personnel required to operate the Airport, or any subsequent entity created by the City’s Board of Aldermen to operate the Airport.

“Airport Commission” means the Airport Commission of the City, or such officer, board or commission of the City who or which may be legally given the powers and duties given to the Airport Commission.

“Airport Consultant” means the airport consultant or airport consulting firm or corporation at time retained by the City pursuant to the Indenture to perform the acts and carry out the duties provided for such Airport Consultant in the Indenture.

“Airport Fiscal Year” means the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the City.

“Annual Budget” means the annual budget of the City (through the Airport Commission) for the Airport, as amended or supplemented from time to time, adopted or in effect for a particular City Fiscal Year as provided in the Indenture.

“Arbitrage Rebate Fund” means the Airport Arbitrage Rebate Fund established pursuant to the Indenture.

“Authorized Officer of the City” means the Mayor, the Comptroller or the Treasurer of the City, or any other officer or employee of the City authorized under the laws of the State, the Charter or ordinance of the City to perform specific acts or duties related to the subject matter of the authorization.

“Beneficial Owner” means, for any Bond which is held by a nominee, the beneficial owner of such

Bond.

“**Bond**” or “**Bonds**” means the Series 2026 Bonds and any other bond or bonds, as the case may be, authenticated and delivered under and pursuant to the Indenture.

“**Bond Counsel**” means Dentons US LLP, St. Louis, Missouri, and Saulsberry & Associates, LLC, St. Louis, Missouri, as co-Bond Counsel or any other attorney or firm of attorneys nationally recognized on the subject of municipal bonds selected by the City and acceptable to the Trustee.

“**Bond Counsel’s Opinion**” means an opinion of an attorney or firm of attorneys experienced and nationally recognized in matters relating to tax-exempt financing under the Code.

“**Bondholder**,” “**Bondowner**,” “**Holders of the Series 2026 Bonds**” or “**Owner**” or any similar term means any person who shall be the registered owner of any Bond or Bonds.

“**Bond Fund**” means the Airport Bond Fund established pursuant to the Indenture.

“**Bond Insurer**” means each insurance company which has insured the payment of the principal of and interest on all or any portion of the Bonds, and any successor thereto, Assured Guaranty Inc., a Maryland domiciled financial guaranty insurance company, which has delivered the Insurance Policy with respect to the Insured Bonds and is referred to herein as the “**Insurer**.”

“**Bond Purchase Agreement**” means the Bond Purchase Agreement entered into by the City with the purchaser or purchasers of the Series 2026 Bonds.

“**Bond Registrar**” means the Trustee and any other bank or trust company organized under the laws of any state or national banking association appointed by the City to perform the duties of Bond Registrar enumerated in the Indenture. The term “Bond Registrar” also includes any Co-Registrar appointed pursuant to the Indenture.

“**Business Day**” means any day of the year other than (a) a Saturday or Sunday or (b) a day on which banks located in New York, New York, St. Louis, Missouri or Kansas City, Missouri are required or authorized by law to remain closed.

“**Capital Budget**” means the capital budget of the City (through the Airport Commission) for the Airport, as amended or supplemented from time to time, adopted or in effect for a particular City Fiscal Year as provided in the Indenture.

“**Charter**” means the Charter of the City as in effect from time to time.

“**City**” means The City of St. Louis, Missouri.

“**City Fiscal Year**” means the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the City.

“**City Held PFC Revenues**” means, collectively, PFC Revenues on deposit in the Revenue Fund and PFC Revenues held by the City in the PFC Account and available to pay debt service.

“**City Sub-Account**” means the City Sub-Account established within the Revenue Fund pursuant to the Indenture.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the regulations thereunder, as applicable, and any successor to such Code.

“**Comptroller**” means the Comptroller of the City.

“**Construction Fund**” means the Airport Construction Fund established pursuant to the Indenture.

“**Consulting Engineers**” means the engineer or engineering firm or corporation at the time retained by the City pursuant to the Indenture to perform the acts and carry out the duties provided for such Consulting Engineers in the Indenture.

“**Contingency Fund**” means the Airport Contingency Fund established pursuant to the Indenture.

“**Continuing Disclosure Agreement**” means that certain Continuing Disclosure Agreement executed and delivered by the City and the Dissemination Agent with respect to the Series 2026 Bonds.

“**Cost of Construction**” means, with respect to the Initial Project or an Additional Project, the City’s costs properly attributable to the construction or acquisition thereof, including but not limited to, the cost of acquisition by or for the City of real or personal property or other interest therein, costs of physical construction, and costs of the City incidental to such construction or acquisition, including but not limited to the cost of any indemnity and surety bonds and premiums on insurance during construction, planning, architectural, engineering, inspection and construction management fees, legal fees and expenses, cost of audits, fees and expenses of the Fiduciaries and costs of financing, construction period interest on any Bonds issued in connection with such Project, administrative and general overhead and keeping accounts and making reports required by the Indenture prior to commencement of operation of such Project, amounts, if any, required by the Indenture to be paid into any Fund or Account established under the Indenture upon the issuance of any Series of Bonds, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the City (other than the Bonds) incurred for such Project, costs of machinery, equipment and supplies and initial working capital required by the City for the commencement of operation of such Project, the initial funding of the reserves required under the Indenture, and may include reimbursement to the City for any such items of Cost of Construction theretofore paid by or on behalf of the City. “**Cost of Construction**” will also include the Costs of Issuance of any Series of Bonds to the extent payable from the Construction Fund pursuant to the Indenture or a Supplemental Indenture.

“**Cost of Issuance Account**” means the Cost of Issuance Account established with respect to a Series of Bonds in accordance with the Indenture.

“**Cost of Issuance**” means all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of any Bonds including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for the insurance of the payment of Bonds, fees payable in connection with any letter of credit securing all or a portion of the Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charge or fee in connection with the issuance of Bonds.

“**Counsel’s Opinion**” means an opinion of an attorney or firm of attorneys nationally recognized on the subject of tax-exempt municipal financings (who may be counsel to the City) selected by the City and satisfactory to the Trustee.

“Counterparty” means an entity whose senior long-term debt obligations, or whose obligations under an Interest Rate Exchange Agreement, are guaranteed by a financial institution whose senior long-term debt obligations have a rating in one of the three highest categories of each of the Rating Agencies.

“Debt Service” for any period means, as of any date of calculation and with respect to any Series of Bonds, an amount equal to the sum of (i) interest accruing during such period on Bonds of such Series, except to the extent that such interest on the Bonds of such Series is to be paid from deposits (including investment income thereon) in the Debt Service Account made from Bond proceeds or other amounts available therein, and (ii) that portion of each Principal Installment for such Series of Bonds which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series (or, if there will be no such preceding Principal Installment due date, from the date of issuance of such Series). Such interest and Principal Installments for such Series of Bonds shall be calculated on the assumption that no Bonds of such Series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof. For the purposes of any projections required by the Indenture with respect to Variable Rate Bonds, interest will be calculated on the basis of the average interest rate or rates borne on Variable Rate Bonds Outstanding during any consecutive 12 months of the preceding 24 months, except that (i) for the purpose of satisfying the conditions for the issuance of Additional Bonds, if the Variable Rate Bonds are being issued on the date of computation, the rate of interest will be assumed to be 110% of the initial interest rate of such Bonds, and (ii) for the purpose of satisfying the Debt Service Reserve Requirement, if any, the interest rate for any Variable Rate Bonds will be computed at the average interest rate on such Bonds during the preceding Airport Fiscal Year or if not Outstanding during the preceding Airport Fiscal Year, the initial interest rate of such Bonds; provided, however, that no payments required for any Option Bonds, other Bonds or Interest Rate Exchange Agreements which may be tendered or otherwise presented for payment at the option or demand of the Owners thereof, or which may otherwise become due by reason of any other circumstance which will not, with certainty, occur during such period, will be included in any computation of Debt Service prior to the stated or theretofore extended maturity or otherwise certain due dates thereof, and all such payments will be deemed to be required on such stated or theretofore extended maturity dates or otherwise certain due dates; and provided further, however, that if the City in a Supplemental Indenture for a Series of Bonds elects to enter into an Interest Rate Exchange Agreement and deem any payments received thereunder as Revenues, Debt Service will include any amounts payable by the City during such interest rate period pursuant to such Interest Rate Exchange Agreement (other than termination payments thereunder).

“Debt Service Account” means the Airport Debt Service Account established within the Bond Fund.

“Debt Service Reserve Account” means the Debt Service Reserve Account established within the Bond Fund.

“Debt Service Reserve Requirement” means, as of any date of calculation for the then Outstanding Bonds, unless otherwise specified in a Supplemental Indenture for a particular Series of Bonds, an amount which will equal the least of: (i) 10% of the proceeds of such Series of Bonds, (ii) 125% of the average annual debt service on such Series of Bonds or (iii) the maximum annual debt service on such Series of Bonds. Such amount for any Series of Bonds may be satisfied by a deposit of cash or a letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument issued by a bank, insurance company or other financial institution which provides for payment of all or a portion of the Principal Installments and/or interest due on any Series of Bonds or provides funds for the purchase of such Bonds or portions thereof, which shall be rated at the time of issuance of the applicable Series of Bonds in one of the three highest rating categories by the Rating Agencies (without giving effect to gradations within a rating category), and shall permit the full amount thereof to be drawn down at least thirty days prior to the expiration thereof, **provided, however**, that if the rating of any issuer or provider of such

letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument is thereafter downgraded below the fourth highest rating category (without giving effect to gradations within a rating category) by any of the Rating Agencies, then, upon notice of such downgrade to the City from the Trustee, a deficiency shall exist in the Debt Service Reserve Account in the amount of such downgraded letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument, which amount shall be replenished as set forth in the Indenture or by the deposit of cash or a substitute letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument issued by a bank, insurance company or other financial institution which shall be rated in one of the three highest rating categories by the Rating Agencies at the time of deposit (without giving effect to gradations within a rating category). A Supplemental Indenture for a Series of Bonds may specify that the Debt Service Reserve Requirement may be satisfied either at the closing date for such Series of Bonds or by depositing such requirement over time from Revenues monthly in substantially equal amounts which time period will not exceed sixty months from the closing date for such Series; alternatively, a Supplemental Indenture for a Series of Bonds may specify that such Series of Bonds will not have a Debt Service Reserve Requirement, in which event such Series of Bonds will not be entitled to a lien on such account.

“Debt Service Stabilization Fund” means the Airport Debt Service Stabilization Fund established pursuant to the Indenture.

“Debt Service Stabilization Fund Requirement” means an amount equal to 35% of the maximum annual Debt Service on the Bonds due in the then current or any future Airport Fiscal Year, subject to the provisions of the Indenture.

“Depository” means any bank or trust company qualified under the Indenture, selected by the City pursuant to the Indenture and approved in writing by the Trustee as a depository of moneys and securities held under the provisions of the Indenture and will include the Trustee.

“Development Fund” means the Airport Development Fund established pursuant to the Indenture.

“Director of Airports” means the Director of Airports of the City or such officer of the City who after the date of the Indenture may be given the powers and duties currently given to the Director of Airports.

“Dissemination Agent” means UMB Bank, N.A., and any successor dissemination agent under the Continuing Disclosure Agreement.

“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the New York Banking Law, as amended, a “banking organization” within the meaning of the New York Banking Law, as amended, a member of the Federal Reserve System, a “clearing corporation,” within the meaning of the New York Commercial Code, as amended, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities and Exchange Act of 1934, as amended, and its successors and assigns.

“Event of Default” will have the meaning given to such term in the Indenture.

“FAA” means the Federal Aviation Administration, or the successor to its powers and authority.

“Fiduciary” means the Trustee, the Bond Registrar and any Paying Agent, or any or all of them as may be appropriate.

“**Fitch**” means Fitch Ratings, Inc.

“**GARB Revenues**” means all revenues collected by the City relating to, from or with respect to its possession, management, supervision, operation and control of the Airport, including all rates, charges, landing fees, rentals, use charges, concession revenues, revenues from the sale of services, supplies or other commodities, any investment income realized from the investment of amounts in the Revenue Fund, and any other amounts deposited into the Revenue Fund. GARB Revenues do not include: (a) any revenue or income from any Special Facilities, except ground rentals therefor or any payments made to the City in lieu of such ground rentals and the revenue or income from Special Facilities which are not pledged to the payment of Special Facilities Indebtedness, (b) any moneys received as grants, appropriations or gifts from the United States of America, the State or other sources, the use of which is limited by the grantor or donor to the planning or the construction of capital improvements, including land acquisition, for the Airport, except to the extent any such moneys will be received as payment for the use of the Airport, (c) any Bond proceeds and other money (including investment earnings) credited to the Construction Fund for the financing of capital improvements to the Airport, (d) any interest earnings or other gain from investment of moneys or securities in any escrow or similar account pledged to the payment of any obligations therein specified in connection with the issuance of Refunding Bonds or the defeasance of any Series of Bonds in accordance with the Indenture, (e) any consideration received by the City upon transfer of the Airport pursuant to the Indenture, (f) interest income on, and any profit realized from, the investment of moneys in (i) the Construction Fund or any other construction fund funded from proceeds of Bonds or (ii) the Debt Service Account or the Debt Service Reserve Account if and to the extent there is any deficiency therein, (g) any passenger facility charge or similar charge levied by or on behalf of the Airport against passengers or cargo, including any income or earnings thereon, (h) insurance proceeds which are not deemed to be GARB Revenues in accordance with generally accepted accounting principles (other than proceeds that provide for lost revenue to the Airport for business interruption or business loss), (i) the proceeds of any condemnation or eminent domain award, (j) the proceeds of any sale of land, buildings or equipment, (k) any money received by or for the account of the Airport from the levy of taxes upon any property in the City, and (l) amounts payable to the City under an Interest Rate Exchange Agreement unless and to the extent designated as Revenues by the City in a Supplemental Indenture.

“**Government Securities**” means any securities described in clauses (i) and (vii) of the definition of “Investment Securities” provided that such reference shall be to clauses (1) and (10) of the proviso to such definition so long as such proviso shall apply.

“**Indenture**” means the Original Indenture, as amended and restated by the Restated Indenture, as supplemented and amended, authorizing Airport Revenue Bonds of the City, as the same may from time to time be amended or supplemented by a Supplemental Indenture in accordance with the terms of the Indenture.

“**Index Interest Rate**” means the per annum interest rate set forth in the most recently issued Revenue Bond Index published by The Bond Buyer or, in the event such Index is no longer published, in such comparable index selected by the Trustee.

“**Insurance Consultant**” means an insurance consultant or other expert (and may include the Airport Consultant) having expert knowledge and skill with respect to the scope and amounts of insurance coverages appropriate for airport facilities similar to the Airport.

“**Insurance Policy**” means the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means the Series 2026 Bonds.

“Interest Payment Date” means January 1 and July 1 of each year beginning July 1, 2027, with respect to the Series 2026 Bonds.

“Interest Rate Exchange Agreement” means and includes any financial arrangement (i) that is entered into by the City with an entity that is a Counterparty; (ii) which provides that the City will pay to such Counterparty an amount based either on the principal amount or the notional amount equal to the principal amount of all or a portion of a Series of Bonds, and that such Counterparty will pay to the City an amount based on the principal amount of such Series of Bonds, in each case computed in accordance with a formula set forth in such Interest Rate Exchange Agreement, or that one will pay to the other any net amount due under such arrangement; or that the City will be paid by the Counterparty an amount, based either on the principal amount or a notional amount equal to the principal amount of all or any portion of the Variable Rate Bonds of such Series, if the interest rate on such Series of Variable Rate Bonds exceeds a previously agreed upon rate, and/or the City will pay to the Counterparty an amount, based on a notional amount equal to the principal amount of all or any portion of the Variable Rate Bonds of such Series, if the interest rate on such Series of Variable Rate Bonds is less than a previously agreed upon rate; (iii) which has been designated in writing to the Trustee by an Authorized City Representative as an Interest Rate Exchange Agreement with respect to a Series of Bonds and (iv) which, in the opinion of Bond Counsel, will not adversely affect the exclusion of interest on Bonds from gross income for the purposes of federal income taxation.

“Investment Securities” means and includes, unless otherwise specified in a Supplemental Indenture, any of the following obligations, to the extent the same are at the time legal for investment of funds of the City, or under other applicable law: (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or the full and timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations of any federal agency to the extent the full and timely payment of the principal of and interest on such obligations are unconditionally guaranteed by the United States of America; (ii) senior debt obligations and mortgage-backed securities issued by Federal Land Banks, Export-Import Bank of the United States, Federal Financing Bank, FNMA (excluding stripped mortgage securities which are purchased at prices exceeding their principal amount), FHLMC (excluding stripped mortgage securities which are purchased at prices exceeding their principal amount), Farmers Home Administration, Federal Housing Administration, Private Export Funding Corporation, Federal Farm Credit System and senior debt obligations and letter of credit-backed issues issued by the Student Loan Marketing Association; (iii) time deposits, certificates of deposit or any other deposit with a bank, trust company, national banking association, savings bank, federal mutual savings bank, savings and loan association, federal savings and loan association or any other institution chartered or licensed by any state or the U.S. Comptroller of the Currency to accept deposits in such state (“deposits” meaning obligations evidencing deposit liability which rank at least on a parity with the claims of general creditors in liquidation), which are (a) fully secured by direct obligations of the United States having a market value (exclusive of accrued interest) which will meet the over-collateralization levels and meet the criteria required by each Rating Agency to maintain the rating on the Bonds or (b) secured to the extent, if any, required by each Rating Agency and made with an institution whose debt securities are rated at least equal to the then current rating on the Bonds (or equivalent rating of short-term obligations if the investment is for a period not exceeding one year) by each Rating Agency; (iv) repurchase agreements backed by or related to obligations described in (i) or (ii) above with any institution which will not adversely affect the then current rating on the Bonds by each Rating Agency; (v) investment agreements, secured or unsecured as required by each Rating Agency, with any institution which will not adversely affect the then current rating on the Bonds by each Rating Agency; (vi) if rated at a level which will not adversely affect the then current rating on the Bonds by each Rating Agency, direct and general obligations of or obligations guaranteed by any state or possession of the

United States or the District of Columbia, to the payment of the principal of and interest on which the full faith and credit of such state, possession or District of Columbia is pledged; (vii) pre-refunded municipal obligations rated in the highest rating category by each Rating Agency and meeting the following conditions (a) such obligations are: (A) not subject to redemption prior to maturity or the Trustee has been given irrevocable instructions concerning their calling and redemption, and (B) the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions, (b) such obligations are secured by Investment Securities described in clause (i) above that may be applied only to interest, principal and premium payments of such obligations, and (c) the principal of and interest on such Investment Securities described in clause (i) above (plus any cash in the escrow fund with respect to such pre-refunded obligations) are sufficient to meet the liabilities of the obligations; (viii) interest-bearing notes issued by a bank having combined capital and surplus of at least \$500,000,000 whose senior debt is rated in the highest rating category by each Rating Agency; (ix) tax-exempt revenue bond obligations of a state, municipality or governmental unit rated at least "AA" by each Rating Agency; (x) money market funds registered under the Investment Company Act of 1940, as amended (the "**1940 Act**") or shares of a diversified open-end management investment company, as defined in the 1940 Act, whose shares are registered under the Securities Act of 1933, as amended, which invests only in securities of the type described in clause (i) or (ii) above and having the highest possible rating from each Rating Agency; (xi) Eurodollar time deposits issued by a bank with a deposit rating in one of the two highest short-term deposit rating categories by each Rating Agency; (xii) long-term or medium-term corporate debt guaranteed by any corporation that is rated in one of the three highest rating categories by each Rating Agency; (xiii) short-term corporate debt including commercial paper which is rated in the highest short-term rating category by each Rating Agency; and (xiv) public housing bonds issued by public agencies which are either (a) fully guaranteed by the United States of America, or (b) temporary notes, preliminary loan notes or project notes secured by a requisition or payment agreement with the United States of America, or (c) state or public agency or municipality obligations rated in the highest credit rating category by each Rating Agency; provided that it is expressly understood that the definition of Investment Securities will be, and be deemed to be, expanded, or new definitions and related provisions will be added to the Indenture, thus permitting investments with different characteristics from those permitted which the City deems from time to time to be in the interest of the City to include as Investment Securities, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current rating on the Bonds. Investment Securities must be limited to those instruments that have a predetermined fixed dollar amount of principal due at maturity that cannot vary or change, and if the obligation is rated, it should not have an 'r' highlighter affixed to its rating.

"Moody's" means Moody's Investors Service, Inc.

"Net Revenues" means Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the City's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Airport, including a reasonable reserve for uncollectible Revenues, and will include, without limitation, administrative and overhead expenses, insurance premiums, deposits for self-insurance, legal, engineering, consulting, accounting or other professional service expenses, union contributions, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, costs of rentals of equipment or other personal property, costs of rentals of real property, costs incurred in collecting and attempting to collect any sums due the City in connection with the operation of the Airport, and any other expenses required to be paid by the City under the provisions of the Indenture or by laws or consistent with standard practices for airports similar to the properties and business of the Airport and applicable in the circumstances, including, without limitation, an allocable share of administrative personnel costs incurred by the City at locations other than the Airport in connection with the operations of the Airport, and the expenses, liabilities and compensation of the fiduciaries

required to be paid under the Indenture, all to the extent properly attributable to the Airport. “Operation and Maintenance Expenses” will not include any capital development cost or any allowance for depreciation or any operation or maintenance costs for Special Facilities where the lessee is obligated under its Special Facilities lease to pay such expenses.

“Operation and Maintenance Fund” means the Airport Operation and Maintenance Fund established pursuant to the Indenture.

“Option Bonds” means Bonds which by their terms may be tendered for payment by and at the option of the Owners thereof prior to the stated maturity thereof, or the maturities of which may be extended at the option of the Owners thereof.

“Original Indenture” means the Indenture of Trust dated as of October 15, 1984, between the City and Mercantile Trust Company, National Association, predecessor in interest to the Trustee.

“Outstanding” or **“outstanding,”** when used with reference to Bonds, means as of a particular date, all Bonds theretofore and thereupon being authenticated and delivered under the Indenture except as otherwise provided therein.

“Partially Amortizing Bonds” will mean a Series of Bonds providing for principal payments such that: (i) the principal and interest coming due in the final year exceeds by more than 25% the amount coming due in any prior year; and (ii) the principal amount payable in the year ending on the final maturity date of such Series will not exceed the lesser of (a) 75% of the original principal amount of such Series or (b) the amount that would have been Outstanding on the day prior to the final maturity date of such Bonds if the Bonds of such Series had required level debt service payments (with interest payable at the Index Interest Rate) over the period beginning on the first principal payment date of such Series and ending on the anniversary of the final maturity date of such Series next occurring before the date which is 25.5 years after their issuance.

“Paying Agent” means UMB Bank, N.A., as Paying Agent with respect to the Bonds.

“PFC Account” means the Airport PFC Account established pursuant to the Indenture and held by the City.

“PFC Act” means the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117, as amended from time to time.

“PFC-Eligible Debt Service” means, for any PFC Year, the debt service on Bonds the proceeds of which were used to finance PFC-Eligible Projects.

“PFC-Eligible Projects” means any projects that (i) are approved by the FAA for the imposition of PFC Revenues and (ii) are designated by the City as “PFC-Eligible Projects” pursuant to a Supplemental Indenture for the purpose of including the debt service thereon in the definition of PFC-Eligible Debt Service.

“PFC Revenues” means the PFCs remitted to the City as a result of enplanements at the Airport, including any interest earned thereon.

“PFCs” means the passenger facility charges imposed at the Airport from time to time pursuant to the PFC Act, the regulations thereunder and any record of decision of the FAA relating to passenger facility charges.

“PFC Year” means each one-year period from July 2 of a calendar year through and including July 1 of the succeeding calendar year.

“Pledged PFC Revenues” means the portion of PFC Revenues that has been pledged to the payment of the Bonds pursuant to the terms of a Supplemental Indenture with respect to PFC-Eligible Projects which have been financed by proceeds of Bonds.

“Principal Installment” means, as of the date of calculation and with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in the Indenture) of any Sinking Fund Installments due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amounts of Bonds and of such unsatisfied balances of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any.

“Rating Agency” or **“Rating Agencies”** means, with respect to the Bonds or any Series of Bonds, Moody’s, S&P and Fitch, to the extent that any of such rating services have issued a credit rating on the Bonds which is in effect at the time in question or, upon discontinuance of any of such rating services, such other nationally recognized rating service or services, if any, which has issued a credit rating on the Bonds at the request of the City and which credit rating is in effect at the time in question.

“Rebate Amount” means the amount required to be paid to the United States under Section 148(f) of the Code.

“Record Date” means the 15th day of the month preceding an Interest Payment Date.

“Redemption Price” means, with respect to any Series 2026 Bond, the amount payable upon redemption thereof pursuant to the 28th Supplemental Indenture.

“Refunded Subordinated Indebtedness” means the outstanding Loans evidenced by the City’s Airport Junior Lien Revenue Bank Notes (PNC), Series One (AMT), Series Two (Non-AMT) and Series Three (Taxable), to be paid with proceeds of the Series 2026 Bonds pursuant to the 28th Supplemental Indenture.

“Refunding Bonds” means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to the Indenture, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture.

“Renewal and Replacement Fund” means the Airport Renewal and Replacement Fund established pursuant to the Indenture.

“Restated Indenture” means the Amended and Restated Indenture of Trust between the City and the Trustee dated as of July 1, 2009.

“Revenue Fund” means the Airport Revenue Fund established pursuant to the Indenture.

“Revenues” means, collectively, GARB Revenues, the Pledged PFC Revenues and any other available moneys deposited in the Revenue Fund.

“S&P” means S&P Global Ratings, a division of S&P Global, Inc.

“Series” means all Bonds of a designated series authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Indenture regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

“Series 2026 Bonds” means the Series 2026A Bonds, the Series 2026B Bonds and the Series 2026C Bonds.

“Series 2026 Costs of Issuance Sub-Account” means the sub-account of the Airport Construction Fund created pursuant to the 28th Supplemental Indenture to pay the Costs of Issuance of the Series 2026 Bonds.

“Series 2026 Debt Service Reserve Requirement” means, as of any date of calculation, an amount equal to the least of (a) 10% of the aggregate original principal amount (or “issue price”, as computed for federal income tax purposes, if original issuance premium or discount is greater than 2%) of the Series 2026 Bonds, (b) the maximum annual principal and interest requirements on the Series 2026 Bonds, or (c) 125% of the average annual principal and interest requirements for the Series 2026 Bonds.

“Series 2026 Debt Service Reserve Sub-Account” means the sub-account of the Debt Service Reserve Account of the Airport Bond Fund created pursuant to the 28th Supplemental Indenture.

“Series 2026 Debt Service Sub-Account” means the sub-account of the Debt Service Account of the Airport Bond Fund created pursuant to the 28th Supplemental Indenture.

“Series 2026 Refunding Sub-Account” means the sub-account of the Debt Service Account of the Airport Bond Fund created pursuant to the 28th Supplemental Indenture.

“Series 2026A Bonds” means the Airport Revenue Bonds, Series 2026A (Taxable) (St. Louis Lambert International Airport).

“Series 2026A Construction Sub-Account” means the Series 2026A Project Construction Sub-Account of the Airport Construction Fund created pursuant to the 28th Supplemental Indenture.

“Series 2026B Bonds” means the Airport Revenue Bonds, Series 2026B (AMT) (St. Louis Lambert International Airport).

“Series 2026B Construction Sub-Account” means the Series 2026B Project Construction Sub-Account of the Airport Construction Fund created pursuant to the 28th Supplemental Indenture.

“Series 2026C Bonds” means the Airport Revenue Bonds, Series 2026C (NON-AMT) (St. Louis Lambert International Airport).

“Series 2026C Construction Sub-Account” means the Series 2026C Project Construction Sub-Account of the Airport Construction Fund created pursuant to the 28th Supplemental Indenture.

“Sinking Fund Installment” means an amount so designated which is established pursuant to the Indenture.

“Special Facilities” means those capital improvements or facilities acquired or constructed after the date of the Original Indenture and described in the Indenture.

“Special Facilities Indebtedness” means any indebtedness issued by the City or any other public corporation or public instrumentality to finance Special Facilities in accordance with the Special Facilities covenant, described in the Indenture.

“Springing Third Restated Indenture” means the Third Amended and Restated Indenture of Trust attached as Appendix II to the 28th Supplemental Indenture, as described under “Springing Third Restated Indenture” below.

“State” means the State of Missouri.

“Subordinated Indebtedness” means any evidence of debt referred to in, and complying with the provisions of the Indenture.

“Supplemental Indenture” means any indenture of the City amending or supplementing the Indenture and adopted and becoming effective in accordance with the terms of the Indenture.

“Tax Certificate” means the Tax Certificate to be delivered by the City to evidence compliance with the provisions of Sections 103 and 141-150 of the Code.

“Tax-Exempt Bonds” means Bonds the interest on which at the time of their original issuance was, in Bond Counsel’s Opinion, exempt from federal income taxation or excluded from gross income for federal income tax purposes under the Code.

“Tax-Exempt Series 2026 Bonds” means, collectively, the Series 2026B Bonds and the Series 2026C Bonds.

“Treasurer” means the Treasurer of the City.

“Trustee” means UMB Bank, N.A., a national banking association, and any successor trustee under the Indenture, acting in its trust capacity.

“Trust Estate” means (i) the proceeds of the sale of the Bonds; (ii) Revenues; and (iii) all funds established pursuant to the Indenture, including the investments, if any, thereof; (iv) all other property of every name and nature from time to time mortgaged, pledged or hypothecated as and for additional security under the Indenture by the City, or by anyone on its behalf or with its written consent, in favor of the Trustee, which is authorized to receive all such property at any time and to hold and apply the same subject to the terms of the Indenture; and (v) all proceeds of any of the foregoing.

“Underwriters” means those underwriters identified in the Bond Purchase Agreement relating to the sale, purchase and delivery of the Series 2026 Bonds.

“Use Agreements” means the commercial airlines/airport use agreements between the principal certificated air carriers and the City, as amended from time to time.

“Variable Rate Bond” means any Bond the rate of interest on which is subject to change prior to maturity and cannot be determined in advance of such change.

Issuance of Bonds

The Indenture authorizes the issuance of one or more series as provided in the Indenture. Each such series of Bonds be designated as “Airport Revenue Bonds” and will include such further appropriate designation as the City shall determine to distinguish the Bonds of such Series from the Bonds of all other Series.

Additional Bonds

The Indenture authorizes the issuance of one or more Series of Additional Bonds for the purpose of paying all or a portion of the Cost of Construction of any Additional Project. The issuance of Additional Bonds is subject to certain conditions and tests, including, but not limited to:

(1) An Accountant’s Certificate setting forth (a) for any period of 12 consecutive calendar months out of the 18 calendar months next preceding the authentication and delivery of such Series, the Net Revenues for such 12-month period, and (b) the Aggregate Adjusted Debt Service for such 12-month period, and demonstrating that for such 12-month period Net Revenues equaled at least 1.25 times the Aggregate Adjusted Debt Service;

(2) A certificate of the Consulting Engineers setting forth (a) the estimated date of completion for the Additional Project for which such Series of Additional Bonds is being issued, and (b) an estimate of the Cost of Construction of such Additional Project;

(3) A certificate of the Airport Consultant setting forth, for each of the three Airport Fiscal Years following the Airport Fiscal Year in which the Consulting Engineers estimate such Additional Project will be completed, estimates of (a) Net Revenues and (b) amounts to be deposited from Revenues into the Debt Service Reserve Account, the Renewal and Replacement Fund and the Development Fund;

(4) A certificate of an Authorized Officer of the City setting forth (a) the estimates of Net Revenues, as set forth in the certificate of the Airport Consultant pursuant to paragraph (3) above, for each of the three Airport Fiscal Years following the Airport Fiscal Year in which it is estimated that such Additional Project will be completed, (b) the estimates of the amounts to be deposited in certain funds and accounts from Revenues as set forth in the certificate of the Airport Consultant pursuant to paragraph (3) above, for each of the three Airport Fiscal Years following the Airport Fiscal Year in which it is estimated that such Additional Project will be completed, and (c) the Aggregate Adjusted Debt Service, determined after giving effect to the issuance of such Additional Bonds and including the Aggregate Debt Service, as estimated by such Authorized Officer, with respect to future Series of Bonds, if any, which such Authorized Officer shall estimate (based on the estimate of the Consulting Engineers of the Cost of Construction for such Additional Project utilizing the Index Interest Rate) will be required to complete payment of

the Cost of Construction of such Additional Project, and demonstrating that the estimated Net Revenues in each of the Airport Fiscal Years set forth in (a) above is at least equal to 1.25 times Aggregate Adjusted Debt Service for the corresponding Airport Fiscal Year determined as described in (c) above; and

(5) A Bond Counsel's Opinion to the effect that the issuance and sale of such Additional Bonds and the application of the proceeds thereof in accordance with the terms of the Supplemental Indenture authorizing such Bonds will not adversely affect the tax-exempt status of any Bonds outstanding immediately prior to the issuance of such Additional Bonds.

The proceeds, including accrued interest, of the Additional Bonds of each Series are to be applied simultaneously with the delivery of such Bonds in accordance with the Supplemental Indenture authorizing such Bonds.

The amount of Pledged PFC Revenues that may be counted for the purpose of meeting the Additional Bonds Test pursuant to the Indenture for any Airport Fiscal Year may not exceed 125% of the sum of the outstanding and proposed PFC-Eligible Debt Service for such Airport Fiscal Year.

Refunding Bonds

The Indenture authorizes the issuance of one or more Series of Refunding Bonds for the purpose of refunding all or a portion of the principal and/or interest components of (i) any Outstanding Bonds, (ii) any Subordinated Indebtedness, (iii) any Special Facilities Indebtedness, or (iv) any other indebtedness issued for Airport purposes. Refunding Bonds are to be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds under the Indenture required by the provisions of the Supplemental Indenture authorizing such Bonds.

Refunding Bonds of each Series issued to refund one or more Series of Outstanding Bonds or one or more maturities within a Series are to be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by the Indenture) of:

(1) Irrevocable instruction to the Trustee, satisfactory to it, to give due notice of redemption of all Bonds to be redeemed, if any, on a redemption date specified in such instructions;

(2) If the Bonds to be refunded are not by their terms subject to redemption within the next succeeding 60 days, irrevocable instructions to the Trustee, satisfactory to it, to mail the notice provided for in the Indenture to the Owners of the Bonds being refunded;

(3) Either (a) moneys in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date, which moneys are to be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (b) Government Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as are necessary to comply with the provisions of the Indenture and any moneys required pursuant to the Indenture, which Government Securities and moneys are to be held in trust and used only as provided in the Indenture; and

(4) Either of the following: (a) a certificate of an Authorized Officer of the City setting forth (i) the Aggregate Debt Service and the Aggregate Adjusted Debt Service for the then current and each future Airport Fiscal Year to and including the Airport Fiscal Year next preceding the date of the latest maturity of any Bonds of any Series then Outstanding (X) with respect to the Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such Refunding Bonds, and (Y) with respect to the Bonds of all Series to be Outstanding immediately thereafter, and (ii) that the Aggregate Debt Service and the Aggregate Adjusted Debt Service set forth for each Airport Fiscal Year pursuant to (Y) above are no greater than the corresponding amounts set forth for such Airport Fiscal Year pursuant to (X) above; or (b) the certificates required by the Indenture evidencing that such Series of Refunding Bonds meets the tests provided for by the Indenture considering, for all purposes of such certificates and tests, that such Series of Refunding Bonds is a Series of Additional Bonds, provided that, for such purpose, the estimated date of completion for the Additional Project being refinanced by such Series of Refunding Bonds shall be the later of (i) the date of issuance of such Series of Refunding Bonds or (ii) the then estimated completion date for the Additional Project being refinanced having the latest estimated completion date.

The proceeds, including accrued interest, of the Refunding Bonds of each such Series shall be applied simultaneously with the delivery of such Bonds for the purpose of making deposits in such Funds and Accounts under the Indenture as shall be provided in the Supplemental Indenture authorizing such Bonds and is to be applied to the refunding purposes thereof in the manner provided in said Supplemental Indenture.

Pledge Effected by the Indenture

The Bonds are secured by a pledge of, and the Bondholders are granted an express lien on (i) the proceeds of sale of the Bonds, (ii) Revenues, and (iii) all Funds established pursuant to the Indenture, including the investments, if any, thereof.

Pledged PFC Revenues

Pledged PFC Revenues for a given PFC Year constitute that portion of the PFC Revenues that, for such PFC Year, equals 125% of the amount of PFC-Eligible Debt Service due during such PFC Year. Pursuant to the Indenture, the City has pledged the Pledged PFC Revenues for the benefit of the Owners of the Bonds. The City will not create a lien on Pledged PFC Revenues that is senior to the lien of the Bonds. The City may, at any time with the execution and delivery of a Supplemental Indenture, submit additional PFC Revenues to the pledge of the Indenture.

Elimination of or Decrease in the Amount of Pledged PFC Revenues

The City may decrease the amount of Pledged PFC Revenues pledged to the Bonds, or eliminate the pledge of the Pledged PFC Revenues to the Bonds, upon receipt by the Trustee from the City of both of the following:

(i) A certificate of the Airport Consultant setting forth for each of three Airport Fiscal Years following the Airport Fiscal Year in which the pledge of the Pledged PFC Revenues will be decreased or eliminated, estimates of (A) Net Revenues (as adjusted to reflect the reduction or elimination of Pledged PFC Revenues), (B) the Aggregate Adjusted Debt Service (determined after giving effect to any Additional Bonds to be issued on or before the date of decrease or elimination of such pledge), and (C) demonstrating that the estimated Net Revenues set forth in (A) are at least

equal to 1.25 times Aggregate Adjusted Debt Service for the corresponding Airport Fiscal Years determined as set forth in (B) above; and

(ii) An opinion of Bond Counsel to the effect that all conditions precedent to the decrease or elimination of the Pledged PFC Revenues have been met and such decrease or elimination will not adversely affect exclusion from gross income for federal income tax purposes of the interest on any Outstanding Bonds.

Establishment of Funds

(a) The following sub-accounts are created by the 28th Supplemental Indenture within the specified Funds and Accounts established by the Indenture:

(i) The Series 2026A Project Capitalized Interest Sub-Account (the “***Series 2026A Capitalized Interest Sub-Account***”) of the Debt Service Account of the Airport Bond Fund;

(ii) The Series 2026B Project Capitalized Interest Sub-Account (the “***Series 2026B Capitalized Interest Sub-Account***”) of the Debt Service Account of the Airport Bond Fund;

(iii) The Series 2026C Project Capitalized Interest Sub-Account (the “***Series 2026C Capitalized Interest Sub-Account***”) of the Debt Service Account of the Airport Bond Fund;

(iv) The Series 2026A Project Construction Sub-Account (the “***Series 2026A Construction Sub-Account***”) of the Airport Construction Fund, to be held by the Trustee and used to pay the costs of the 2026A Project;

(v) The Series 2026B Project Construction Sub-Account (the “***Series 2026B Construction Sub-Account***”) of the Airport Construction Fund, to be held by the Trustee and used to pay the costs of the 2026B Project;

(vi) The Series 2026C Project Construction Sub-Account (the “***Series 2026C Construction Sub-Account***”) of the Airport Construction Fund, to be held by the Trustee and used to pay the costs of the 2026C Project;

(vii) the Series 2026 Costs of Issuance Sub-Account (the “***Series 2026 Costs of Issuance Sub-Account***”) of the Airport Construction Fund to be held by the Trustee and used to pay the Costs of Issuance of the Series 2026 Bonds, with any balance remaining one hundred twenty (120) days after the date of issuance of the Series 2026 Bonds and attributable to a Series of the Series 2026 Bonds to be deposited into the related Construction Sub-Account for such Series;

(viii) the Series 2026 Debt Service Reserve Sub-Account (the “***Series 2026 Debt Service Reserve Sub-Account***”) of the Debt Service Reserve Account of the Airport Bond Fund;

(ix) the Series 2026 Debt Service Sub-Account (the “***Series 2026 Debt Service Sub-Account***”) of the Debt Service Account of the Airport Bond Fund; and

(x) the Series 2026 Refunding Sub-Account (the “***Series 2026 Refunding Sub-Account***”) of the Debt Service Account of the Airport Bond Fund.

The sub-accounts created pursuant to the 28th Supplemental Indenture are hereinafter referred to collectively as the “2026 Improvement and Refunding Bonds Accounts.” Each of the 2026 Improvement and Refunding Bonds Accounts shall be used for the same purposes as the respective fund or account to which it relates. Moneys on deposit in each of the 2026 Improvement and Refunding Bonds Accounts

pursuant to the Indenture shall be held and used for purposes and on the conditions specified in the Indenture. Money credited to the 2026 Improvement and Refunding Bonds Accounts may be held by the City, in the case of funds deposited with the City under the Indenture, or by the Trustee, in the case of funds deposited with the Trustee under the Indenture. However, the investment of monies with respect to each of the 2026 Improvement and Refunding Bonds Accounts shall be separately made and maintained. The investment earnings of any of the 2026 Improvement and Refunding Bonds Accounts shall be transferred to the Revenue Fund as provided in the Indenture. Moneys may be transferred between the Series 2026A Construction Sub-Account, the Series 2026B Construction Sub-Account and the Series 2026C Construction Sub-Account on written instruction from the City together with an opinion of Bond Counsel that such transfer will not impact the tax-exempt status of the Tax-Exempt Series 2026 Bonds.

(b) The City and the Trustee, as the case may be, may eliminate any of the aforementioned 2026 Improvement and Refunding Bonds Accounts and transfer all amounts therein to the related fund or account; provided that for the elimination of any account relating to the Tax-Exempt Series 2026 Bonds, both the City and the Trustee must receive the written opinion of Bond Counsel that the failure to maintain such account will not adversely affect the tax-exempt status of interest on the Tax-Exempt Series 2026 Bonds.

The Indenture also establishes:

- (A) Airport Construction Fund to be held by the City, unless otherwise specified in a Supplemental Indenture;
- (B) Airport Revenue Fund, including the City Sub-Account therein, to be held by the City;
- (C) Airport Operation and Maintenance Fund, to be held by the City;
- (D) Airport Bond Fund held by the Trustee, including the (i) Series 2026 Debt Service Reserve Sub-Account of the Debt Service Reserve Account, and (ii) Series 2026 Debt Service Sub-Account, Series 2026 Refunding Sub-Account, Series 2026A Capitalized Interest Sub-Account, Series 2026B Capitalized Interest Sub-Account and Series 2026C Capitalized Interest Sub-Account of the Debt Service Account;
- (E) Airport Renewal and Replacement Fund, to be held by the City;
- (F) Airport Debt Service Stabilization Fund, to be held by the City;
- (G) Airport Development Fund, to be held by the City;
- (H) Airport Contingency Fund, to be held by the City;
- (I) Arbitrage Rebate Fund, to be held by the City; and
- (J) Airport PFC Account, to be held by the City.

Application of Revenues

General. All Revenues as received are to be promptly deposited by the City into the Revenue Fund. As soon as practicable in each month after the deposit of Revenues in the Revenue Fund, but in any case

no later than five (5) Business Days before the end of each month, the City is required to withdraw from the Revenue Fund for deposit in the following Funds in the following order of priority the amounts set forth below:

(1) To the Operation and Maintenance Fund, an amount sufficient to pay the estimated Operation and Maintenance Expenses during the next month;

(2) To the Bond Fund for credit to the Debt Service Account, if and to the extent required so that the balance in said Account will equal the Accrued Aggregate Debt Service on the Bonds; provided that, for the purpose of computing the amount in said Account, there is to be excluded the amount, if any, set aside in said Account which was deposited therein from the proceeds of each Series of Bonds less the amount of interest accrued and unpaid and to accrue on the Bonds of such Series (or any Refunding Bonds issued to refund such Bonds) to the last day of the then current calendar month;

(3) To the Bond Fund for credit to the Debt Service Reserve Account, an amount sufficient to maintain a balance in such Account equal to the Debt Service Reserve Requirement; provided, however, that no deposit in the Debt Service Reserve Account will be required to the extent the amount therein equals or exceeds the Debt Service Reserve Requirement and in the event the amount in the Debt Service Reserve Account is reduced below the amount otherwise required therein, such amount will be replenished (i) immediately, first from any funds in the City Sub-Account and, thereafter, from other available funds, in such priority as the City may direct in the Contingency Fund, the Development Fund and the Renewal and Replacement Fund and (ii) at the earliest practicable date, to the extent such funds are not sufficient for such purpose, from the first available Revenues (after all deposits required to be made pursuant to clauses (1) and (2) described above have been made) following such reduction; provided, however, that notwithstanding anything to the contrary in the Indenture, to the extent that a deficiency exists in the Debt Service Reserve Account, such deposits to the Bond Fund will be made in the order of priority indicated:

(a) To the Bond Fund for credit to the Debt Service Reserve Account, there will be deposited, at least monthly, to the Debt Service Reserve Account for a Series of Bonds an amount at least equal to 1/60 of the Debt Service Reserve Requirement for such Series of Bonds until the amount on deposit in the Debt Service Reserve Account will equal the Debt Service Reserve Requirement. The Debt Service Reserve Requirement will be cumulative and the amount of any deficiency in any month will be added to the amount otherwise required to be deposited to the credit of such Debt Service Reserve Account in each month thereafter until such time as such deficiency will be remedied;

(b) To the Bond Fund for credit to the Debt Service Reserve Account, there will be deposited, at least monthly to the Debt Service Reserve Account for a Series of Bonds an amount equal to 1/12 of the deficiency attributed to a draw (or diminution in stated principal) upon a financial instrument as specified in the definition of Debt Service Reserve Requirement, deposited into the Debt Service Reserve Account until the principal amount (or available amount) of such financial instrument, either singularly, or in combination with amounts on deposit therein, is equal to the Debt Service Reserve Requirement if and only if such amounts are attributable to such Series of Bonds; and

(c) To the Bond Fund for credit to the Debt Service Reserve Account, there will be deposited to the Debt Service Reserve Account as soon as practicable (but not later than thirty days from the date of such deficiency), the full amount of any deficiency in the Debt

Service Reserve Account, which is attributable to a decline in the market value of Investment Securities on deposit therein until such Investment Securities and any cash therein will equal the Debt Service Reserve Requirement.

(4) To the Arbitrage Rebate Fund, there shall be deposited as soon as practicable, the amount necessary to fund the Arbitrage Rebate Fund in order to pay the Rebate Amount when due and payable;

(5) Amounts sufficient to pay Subordinated Indebtedness in accordance with the authorizing and implementing documents for such Subordinated Indebtedness (as certified by the trustee or other fiduciary with respect to such Subordinated Indebtedness) shall be transferred by the City to such trustee or other fiduciary for payment or deposit;

(6) To the Renewal and Replacement Fund, an amount equal to Fifty Seven Thousand Dollars (\$57,000); provided that, no deposit will be required to be made into said Fund whenever and as long as uncommitted moneys in said Fund are equal to or greater than Three Million Five Hundred Thousand Dollars (\$3,500,000) or such larger amount as the City will determine necessary, from time to time, for the purposes of said Fund; and provided further that, if any such monthly allocation to said Fund will be less than the required amount, the amount of the next succeeding monthly payments will be increased by the amount of such deficiency;

(7) To the City Sub-Account, an amount determined from time to time by the City, such that if deposits were made in amounts equal to such amount in each succeeding month during each Airport Fiscal Year, the balance in such Sub-Account will equal at the end of such Airport Fiscal Year the amounts payable to the City with respect to such Airport Fiscal Year pursuant to the Indenture;

(8) Beginning in Airport Fiscal Year ending June 30, 2012, and thereafter, to the Debt Service Stabilization Fund an amount sufficient to bring the amount on deposit in the Debt Service Stabilization Fund equal to the Debt Service Stabilization Fund Requirement (or such lesser amount as is available in the Revenue Fund for such transfer).

(9) The remaining GARB Revenues in the Revenue Fund will be deposited into the Development Fund; and

(10) The remaining Pledged PFC Revenues in the Revenue Fund will be deposited into the PFC Account.

As soon as practicable after the end of each Airport Fiscal Year and except as otherwise provided in the Indenture and subject to the satisfaction of the conditions set forth therein, after all deposits required to be made into each of the aforesaid Funds have been made, the City is required to transfer from the City Sub-Account to the general revenue fund of the City, an amount equal to five percent (5%) of the GARB Revenues (excluding, however, from GARB Revenues, for this purpose only, investment income and other non-operating income of the Airport) during the Airport Fiscal Year then last ended; provided, however, that for all periods subsequent to July 1, 1996, the applicable percentage of GARB Revenues (as specified above) will equal the percentage of the gross revenues then required to be paid to the City by public utilities operating within the City (such percentage being ten percent (10%) as of the date of the Restated Indenture).

Notwithstanding the foregoing, the amounts payable to the City described in the preceding paragraph are limited to five percent of the GARB Revenues (excluding, however, from GARB Revenues,

for this purpose only, investment income and other non-operating income of the Airport) until such time that the Trustee has received a Counsel's Opinion to the effect that the amount payable does not violate or conflict with any laws or contractual obligations applicable to the Airport and the City, including, without limitation, the Federal Airport and Airway Improvement Act of 1982 and the United States Department of Transportation Grant Agreements to which the City is a party.

The amount payable to the general revenue fund of the City described in the preceding paragraphs may be paid in advance in monthly installments so long as (i) such amount is included in the rate base utilized to determine rates and charges payable by air carriers which utilize the Airport and (ii) each such monthly installment will not exceed the lesser of one-twelfth ($1/12^{\text{th}}$) of eighty percent (80%) of the total amount paid to the City pursuant to such clause in respect of the prior Airport Fiscal Year or (2) eighty percent (80%) of the amount deposited in such month in the City Sub-Account in respect of amounts payable to the City pursuant to the preceding paragraphs.

The final installment of the amount payable to the City each Airport Fiscal Year is subject to the filing with the Trustee of certificates of the City that all required deposits to the Operation and Maintenance Fund, the Bond Fund and the Renewal and Replacement Fund have been made and that no Event of Default has occurred and is continuing under the Indenture. If, during any Airport Fiscal Year, the aggregate amount paid in advance to the City exceeds the amount payable to the City during such Airport Fiscal Year, the amount of such excess will be returned by the City to the Revenue Fund. Until any such excess is returned by the City to the Revenue Fund, the City will be entitled to no further payments by the Airport.

Description of Funds Established by the Indenture

Operation and Maintenance Fund. Amounts in the Operation and Maintenance Fund are to be paid out from time to time by the City for reasonable and necessary Operation and Maintenance Expenses. Amounts in said Fund which the City at any time determines to be in excess of the requirements of such Fund will be transferred into the Revenue Fund and applied in accordance with the provisions of the Indenture regarding the application of Revenues.

Bond Fund-Debt Service Account. The Trustee is required to pay out of the Debt Service Account to the respective Paying Agents (1) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date, (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed. Such amounts are required to be applied by the Paying Agents on and after the due dates thereof. The Trustee is also required to pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.

Bond Fund-Debt Service Reserve Account. If, immediately after each monthly transfer required by the Indenture provision concerning application of Revenues, the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to the Indenture, after any transfers from the Debt Service Stabilization Fund, the Trustee shall transfer amounts from the Debt Service Reserve Account to the Debt Service Account to the extent necessary to make good such deficiency or deficiencies. In addition to the annual valuation of Accounts and Funds as of June 30 of each year required by the Indenture, amounts on deposit in the Accounts established in the Debt Service Reserve Account shall be determined (i) upon the issuance of Additional Bonds, (ii) at any time, on the written request of the City to the Trustee, and (iii) at any time the Trustee believes such determination to be necessary or desirable (each of the foregoing including the annual valuation is a "**Valuation Date**"). If, as of any Valuation Date, the amount in any Account in the Debt Service Reserve Account exceeds the applicable Debt Service Reserve

Requirement after giving effect to any. letter of credit, revolving credit agreement, standby purchase agreement, surety bond, insurance policy or similar obligation, arrangement or instrument issued by a bank, insurance company or other financial institution which provides for payment of all or a portion of the Principal Installments and/or interest due on any Series of Bonds, deposited in such Account, the Trustee will, on the first Business Day of the following Valuation Date, withdraw from such Account the amount of any excess therein over the applicable Debt Service Reserve Requirement as of the date of such withdrawal for deposit into (i) the Arbitrage Rebate Fund, the Rebate Amount estimated by the City, if any, and (ii) the Revenue Fund. If the amount in any Account in the Debt Service Reserve Account is less than the applicable Debt Service Reserve Requirement and to the extent that such deficiency has not been made up within 12 months with respect to a deficiency resulting from a draw on the Debt Service Reserve Account by deposits pursuant to the Indenture or to the extent there has been a deficiency resulting from a decline in the market value of Investment Securities, the City will immediately deposit such amounts as will be necessary to cure such deficiency.

Whenever the amount in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal and applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Debt Service Reserve Account are to be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account are to be liquidated to the extent deemed necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on the Bonds Outstanding.

The Trustee is required to transfer to the City for deposit in the Revenue Fund all investment earnings on moneys in the Debt Service Reserve Account, such transfer to be made at such times required by the City.

Renewal and Replacement Fund. Money in the Renewal and Replacement Fund may be applied to pay costs of the renewal or replacement of machinery, equipment, rolling stock, facilities or other capital items used in connection with the operation of the Airport. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account, the Debt Service Stabilization Fund, the Development Fund and the Contingency Fund are insufficient to pay the interest and Principal Installments when due on the Bonds, the City, upon requisition of the Trustee, is required to transfer from the Renewal and Replacement Fund to the Trustee for deposit in the Debt Service Account the amount necessary (or all the moneys in said Fund if less than the amount necessary) to make up such deficiency. So long as there is no deficiency in the Debt Service Account or the Debt Service Reserve Account, in the event the City receives a requisition from the trustee or other fiduciary for any Subordinated Indebtedness, with respect to a deficiency in available moneys to pay debt service on Subordinated Indebtedness, then the City shall transfer from the Renewal and Replacement Fund to such trustee or other fiduciary, the amount necessary (or all the moneys in said Fund if less than the amount necessary) to make up such deficiency. If at any time the moneys in the Operation and Maintenance Fund and the Contingency Fund will be insufficient to pay Operation and Maintenance Expenses when due, the City is required to transfer from the Renewal and Replacement Fund to the Operation and Maintenance Fund the amount necessary (or all the moneys in said Fund if less than the amount necessary) to make up such deficiency. If the amount on deposit at any time in the Debt Service Reserve Account is reduced below the amount required therein pursuant to the Indenture, the City may transfer from the Renewal and Replacement Fund to the Debt Service Reserve Account all or a portion of the amount of such deficiency.

Development Fund. Moneys in the Development Fund may be applied, in accordance with the Capital Budget or otherwise, at the discretion of the City, to the acquisition of land or easements for the expansion or improvement of the Airport, to purchase items of machinery, equipment, rolling stock or other

capital items for use in connection with the Airport, to pay the cost of planning, engineering, design and construction of new facilities for the Airport, or to pay the cost of any other capital improvements to the Airport. If at any time the moneys in the Debt Service Account, Debt Service Reserve Account, the Debt Service Stabilization Fund, and the Contingency Fund are insufficient to pay the interest and Principal Installments when due on the Bonds, the City, upon requisition of the Trustee, is required to transfer from the Development Fund to the Trustee, for deposit in the Debt Service Account, the amount necessary (or all of the moneys in said Fund if less than the amount necessary) to make up such deficiency. So long as there is no deficiency in the Debt Service Account or the Debt Service Reserve Account, in the event the City receives a requisition from the trustee or other fiduciary for any Subordinated Indebtedness, with respect to a deficiency in available moneys to pay debt service on Subordinated Indebtedness, then the City shall transfer from the Development Fund to such trustee or other fiduciary, the amount necessary (or all the moneys in said Fund if less than the amount necessary) to make up such deficiency. If at any time the moneys in the Operation and Maintenance Fund, the Renewal and Replacement Fund and the Contingency Fund are insufficient to pay Operation and Maintenance expenses when due, the City is required to transfer from the Development Fund to the Operation and Maintenance Fund the amount necessary to make up such deficiency. If the amount on deposit at any time in the Debt Service Reserve Account is reduced below the amount required therein in accordance with the Indenture, the City may transfer from the Development Fund to the Debt Service Reserve Account all or a portion of the amount of such deficiency. The City may use amounts on deposit in the Development Fund to make payments pursuant to an Interest Rate Exchange Agreement by transferring such amounts to the Debt Service Account or as otherwise specified in a Supplemental Indenture for a Series of Bonds. The City may, but if and only to the extent consistent with the Capital Budget, transfer from the Development Fund to the Contingency Fund any moneys in the Development Fund which are no longer needed for the purposes of moneys on deposit in the Development Fund.

Contingency Fund. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account and the Debt Service Stabilization Fund are insufficient to pay the interest and Principal Installments when due on the Bonds, the City, upon requisition of the Trustee, is required to transfer from the Contingency Fund to the Trustee for deposit in the Debt Service Account the amount necessary (or all of the moneys in said Fund if less than the amount necessary) to make up such deficiency or deficiencies. If at any time the moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses when due, the City will transfer from the Contingency Fund to the Operation and Maintenance Fund the amount necessary (or all of the moneys in said Fund if less than the amount necessary) to make up such deficiency. If the amount on deposit in the Debt Service Reserve Account is reduced below the amount required therein in accordance with the Indenture, the City may transfer from the Contingency Fund to the Debt Services Reserve Account all or a portion of the amount of such deficiency. Amounts in the Contingency Fund not required to meet a deficiency as required above, may, at the discretion of the City, be applied to any one or more of the following purposes:

1. the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any such Bonds;
2. payments of principal or redemption price of and interest on any Subordinated Indebtedness;
3. improvements, extensions, betterments, renewals, replacements, repairs, maintenance or reconstruction of any properties or facilities of the Airport or the provision of one or more reserves therefor; and

4. any other corporate purpose of the City in connection with the Airport, the local airport system or other local facilities which are owned or operated by the City and directly related to the actual transportation of passengers or property.

Whenever any moneys in the Contingency Fund are to be applied to the purchase or redemption of Bonds, the City is required to deposit such moneys with the Trustee, in a separate account established for purpose, and is required to give written instructions to the Trustee to make such purchase or redemption in accordance with the provisions of the Indenture. Upon any such purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments have been established, an amount equal to the principal amount of such Bonds so purchased or redeemed is to be credited toward a part (an integral multiple of \$5,000) or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the City in a certificate in writing signed by an Authorized Officer of the City and filed with the Trustee, or in the absence of such direction, toward such Sinking Fund Installments in inverse order of their due dates. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) will constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

Arbitrage Rebate Fund

The Arbitrage Rebate Fund is required to be maintained for as long as any Series of Bonds is Outstanding for the purpose of paying to the United States Treasury the amount required to be rebated pursuant to Section 148(f) of the Code. Any moneys in the Arbitrage Rebate Fund are to be invested in Government Securities or securities described in clause (x) of the definition of “Investment Securities” and investment earnings thereon are to be credited to the Arbitrage Rebate Fund.

Series 2026 Debt Service Reserve Sub-Account

The Series 2026 Debt Service Reserve Requirement will initially be funded by a deposit of cash into the Series 2026 Debt Service Reserve Sub-Account from proceeds of each Series of the Series 2026 Bonds. So long as the Insured Bonds are insured by the Insurer, the prior written consent of the Insurer is a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Series 2026 Debt Service Reserve Sub-Account. Notwithstanding anything to the contrary set forth in the Indenture, amounts on deposit in the Series 2026 Debt Service Reserve Sub-Account will be applied solely to the payment of debt service due on the Series 2026 Bonds.

Subordinated Indebtedness

Nothing contained in the Indenture will prohibit or prevent, or be deemed, or construed, to prohibit or prevent, the City from issuing or refunding bonds, notes, commercial paper, certificates, warrants or other evidence of indebtedness payable as to principal and interest from the Revenue Fund and the Net Revenues, subject and subordinate to the deposits and credits required to be made therefrom to the Debt Service Account and the Debt Service Reserve Account, or from securing such bonds, notes, commercial paper, certificates, warrants or other evidences of indebtedness and the payment thereof by a lien and pledge on the Net Revenues junior and inferior to the lien and pledge on the Net Revenues created for the payment and security of the Bonds.

Subject to the paragraph directly below, at any time after authorization but prior to the issuance of Subordinated Indebtedness, the City shall furnish to the Trustee a Certificate of the City with respect to the specific principal amount of Subordinated Indebtedness proposed to be issued (the “*Certified Amount*”),

and that provides as follows: annual estimated Net Revenues available, after payment of Debt Service of the Outstanding Bonds, for each of the three (3) Airport Fiscal Years following the Airport Fiscal Year in which it is estimated that the Airport has beneficial occupancy of the Airport project to be financed or refinanced (in whole or in part) from the proceeds of such Certified Amount, will be at least equal to 1.10 times the sum of (1) estimated debt service on the Certified Amount proposed to be issued, (2) debt service on all outstanding Subordinated Indebtedness, and (3) estimated debt service on any other previously Certified Amounts to the extent that such Certified Amounts are not outstanding but are still authorized and available to be issued.

For purposes of compliance with the paragraph above, the Certificate of the City may include any of the following provisions or assumptions:

1. Once executed with respect to a Certified Amount, the Certificate of the City shall remain effective with respect to all issuances and reissuances, from time to time (and regardless of any repayment or maturity) of such Certified Amount until the authorized time period for issuance and final maturity of such Certified Amount has expired. (By way of example, (i) if the Certified Amount is with respect to a commercial paper program, then once such amount is certified with respect to the initial Airport project, such certificate shall remain effective until the final eligible maturity date of the commercial paper has passed such that it cannot be issued, re-issued or refunded; or (ii) if the Certified Amount is with respect to long-term fixed rate bonds, then once certified such certificate shall remain effective until such bonds or notes are issued and they mature or are paid off or defeased prior to maturity.)

2. With respect to the identification of the Airport project to be financed or refinanced (in whole or in part) with the proceeds of the Certified Amount and the determination of the applicable three (3) Airport Fiscal Years for the coverage test, the Certificate of the City may assume, without regard to the estimated beneficial occupancy date of a specific Airport project, that, with respect to the Certified Amount, the three (3) year test period begins with the first full Airport Fiscal Year beginning after the date of the Certificate of the City.

3. If the Certified Amount is structured so that the principal coming due on the final maturity date exceeds by at least 25% the principal coming due in any prior year then debt service on the Certified Amount may be calculated based upon an assumed 30-year level debt amortization schedule and applying a 10-year average of the Index Interest Rate. For purposes of calculating estimated debt service for any Certified Amount, the calculation may be based on then prevailing market conditions as determined by a third party expert or by applying the appropriate average of the Index Interest Rate as determined by the City or a third party expert.

4. The Certificate of the Authorized Officer of the City may be based, in whole or in part, upon reports or certificates from the Airport Consultant, an Accountant's Certificate or reports of other third party experts.

5. Subordinated Indebtedness issued for the following purposes may be excluded from any calculation of debt service coverage with respect to Subordinated Indebtedness (including certification with respect to a Certified Amount):

i. Subordinated Indebtedness issued to refund outstanding Subordinated Indebtedness.

ii. Subordinated Indebtedness issued to refund Outstanding Bonds.

iii. Subordinated Indebtedness which the City expects to pay from a source of funds other than estimated Net Revenues available, after payment of Debt Service of the Outstanding Bonds, to the extent such source is anticipated as being available or obligated to the City for Airport purposes, such as grant moneys, passenger facility charges or other available moneys, including, without limitation, moneys in the Development Fund.

Any ordinance or indenture providing for the issuance of Subordinated Indebtedness may provide that additional Subordinated Indebtedness may be issued on a parity therewith.

The principal amount of any Subordinated Indebtedness shall, by its terms, not be subject to acceleration upon default unless and until the principal amount of the Bonds has been accelerated pursuant to the Indenture.

Debt Service Stabilization Fund

If, immediately after each monthly transfer required by the Indenture, the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to the Indenture, the City shall transfer amounts from the Debt Service Stabilization Fund to the Trustee for deposit to the Debt Service Account to the extent necessary to make good such deficiency or deficiencies. Amounts on deposit in the Debt Service Stabilization Fund may be withdrawn at any time and used for (1) emergency debt service needs with respect to Bonds, Subordinated Indebtedness or other indebtedness issued for Airport purposes and (2) Airport operational emergencies. Notwithstanding the foregoing, after the Net Revenues for three consecutive Airport Fiscal Years equals at least 1.60 times the Aggregate Adjusted Debt Service for such Airport Fiscal Years, the Comptroller, upon the receipt of a request of the Airport Commission, may determine to reduce or eliminate the Debt Service Stabilization Fund Requirement and/or eliminate the Debt Service Stabilization Fund. The Comptroller, upon any such determination, shall notify the Airport Commission and the Trustee of such determination.

PFC Account

Amounts in the PFC Account shall be applied as provided in the applicable Supplemental Indenture relating to the designation and pledge of Pledged PFC Revenues.

Expenditures from City Held Funds and Accounts

Expenditures from any Funds and Accounts held by the City shall be subject to the then existing requirements for expenditure of City funds, which requirements consist of approvals by the Airport Commission and the Board of Estimate and Apportionment of the City and appropriation of funds by the Board of Aldermen of the City. Notwithstanding the foregoing, if the timing of the need for any expenditure of moneys from any Fund or Account held by the City is deemed an emergency, then the approval of the expenditure of such moneys may occur in accordance with the provisions of Article XV, Section 2 of the City Charter, or any successor provision.

Investment of Certain Funds

Moneys held in the Debt Service Account, the Debt Service Reserve Account and the Rebate Fund are to be invested and reinvested by the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as will be necessary to provide moneys when needed for payments to be made from such Accounts, and in the case of the Debt Service Reserve Account not later than 15 years (unless such securities will be redeemable at the option of the holder thereof, in which event such securities may mature at a date no later than the final maturity date of the Bonds). The Trustee will make such investment in accordance with any instructions received from an Authorized Officer of the City. The Trustee, upon notice to and written consent of an Authorized Officer of the City, may make any and all such investments through its own bond department or the bond department of any bank or trust company under common control with the Trustee.

Moneys in the Revenue Fund and the Construction Fund may be invested by the City in Investment Securities which mature not later than such time as will be necessary to provide moneys when needed to provide payments from such Funds. Moneys in the Operation and Maintenance Fund may be invested by the City in Investment Securities which mature within 12 months and moneys in the Development Fund, the Renewal and Replacement Fund, the Contingency Fund, the Debt Service Stabilization Fund, the PFC Account and the Arbitrage Rebate Fund may be invested in Investment Securities which mature within 5 years, and in any case not later than such time as will be necessary to provide moneys when needed for payment from such respective Funds.

Earnings on any moneys or investments in all Funds and Accounts established under the Indenture will be deposited in the Revenue Fund, except that earnings on the moneys or investments in the Construction Fund will, to the extent expressly required by the terms of any Supplemental Indenture authorizing the issuance of a Series of Bonds, be retained in the Construction Fund.

Particular Covenants of the City

Powers as to the Airport and Collection of Rates, Fees and Rentals. The City has and will have, so long as any Bonds are Outstanding, good right and lawful authority to acquire, construct, develop, operate, maintain, repair, improve, reconstruct, enlarge, and extend the Airport and to fix rates, fees, rentals and other charges in connection therewith.

Indebtedness and Liens. The City has covenanted not to issue any bonds, notes or other evidences of indebtedness, other than the Bonds, payable out of or secured by a pledge of the Revenues or of the moneys, securities of funds held or set aside by the City or by the Fiduciaries under the Indenture and will not create or cause to be created any lien or charge on the Revenues or such moneys, securities or funds; provided, however, that nothing contained in the Indenture will prevent the City from issuing Subordinated Indebtedness as provided in the Indenture.

Sale, Lease or Encumbrance of Property. The City has covenanted not to sell or otherwise dispose of or encumber any part of the Airport, except property which, in the opinion of the Airport Commission and the Airport Consultant, is no longer necessary or useful in the operation thereof, and except as provided in the Indenture with respect to Special Facilities. In addition, the City may lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Airport if such lease, contract, license, easement or right does not impede or restrict the operation by the City of the Airport for Airport purposes. Proceeds from the sale or disposition of property not used to replace such property and any such payments with respect to a lease, contract, license, easement or right not otherwise

required to be applied in accordance with the Indenture will be applied in the same manner and to the same purpose as Revenues.

The Indenture expressly permits the transfer (by sale, lease or otherwise) of all or a substantial part of the Airport if the principal of and interest on the Bonds are paid in full; the Bonds are defeased in accordance with the Indenture; or the transferee assumes all obligations of the City under the Indenture and in the Bonds and if, in the case of such assumption: (1) in the written opinions of the Director of Airports and the Airport Consultant, after giving effect to such transfer and assumption, the ability of the transferee to meet the rate maintenance and other covenants under the Indenture and the security for the Bonds are not materially and adversely affected, (2) the City will have furnished the Trustee with a Bond Counsel's Opinion to the effect that such transfer will not adversely affect the tax-exempt status of interest on the Bonds under the Code and (3) such transferee will expressly agree not to use the Funds held under the Indenture otherwise than as provided in the Indenture. In the event of any such transfer and assumption, nothing in the Indenture will prohibit or prevent the retention by the City of any facility of the Airport if, in the written opinions of the Director of Airports and the Airport Consultant, such retention will not materially and adversely affect the security for the Bonds, nor unreasonably restrict the transferee's ability to comply with the rate maintenance and other covenants thereunder. Any consideration received by the City from the transferee of all or a substantial part of the Airport will not constitute "Revenues" under the Indenture or be subject to the terms and provisions of the Indenture. The terms and conditions of the transfer of all or a substantial part of the Airport pursuant to the Indenture will be set forth in a Supplemental Indenture executed by the City, the Trustee and the transferee and notice of such transfer will be given to the Bondholders in accordance with the Indenture.

Operation Maintenance and Reconstruction. The City shall at all times operate, or cause to be operated, the airport properly and in a sound, efficient and economical manner, and shall maintain, preserve, and keep the same or cause the same to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation of the Airport may be properly and advantageously conducted, and if any useful part of the Airport is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use; provided, however, that nothing in the Indenture shall require the City to operate, maintain, preserve, repair, replace, renew or reconstruct any part of the Airport (1) from sources other than the Revenues or (2) if there shall be filed with the Trustee (i) a certificate executed by an Authorized Officer of the City stating that in the opinion of the City abandonment of operation of such part is economically justified and is not prejudicial to the interests of the Owners of the Bonds, and (ii) a consent to the filing of such certificate is given by the Trustee, which consent shall be withheld only upon reasonable grounds.

Notwithstanding any provisions in the Indenture to the contrary, the City and the Airport Commission shall at all times operate the Airport so long as there are any Outstanding Bonds under the Indenture. Operation of the Airport may not be transferred by the City or the Airport Commission to another entity and may not be assumed by any other entity so long as there are any Outstanding Bonds under the Indenture; provided, however, that the City and the Airport Commission may enter into agreements with third party vendors, consultants and contractors for specific aspects or portions of the maintenance or operation of the Airport or the construction of capital projects at the Airport.

Rates and Charges. The City has covenanted to, at all times while any Bonds will be Outstanding, establish, fix, prescribe and collect such rates, fees, rentals and other charges for the use of the Airport as will be reasonably anticipated to provide in each Airport Fiscal Year an amount so that the Revenues will be sufficient to pay the Aggregate Debt Service for such Airport Fiscal Year and to provide the funds

necessary to make the required deposits in and maintain the several Funds and Accounts established in the Indenture, and in any event, as will be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues under the Indenture.

Insurance. So long as any Bonds are Outstanding the City will at all times carry insurance or cause insurance to be carried, including the City as an insured as its interest may appear, with a responsible insurance company or companies authorized and qualified under the laws of any state of the United States of America to assume the risk thereof, covering such properties of the Airport as are customarily insured, and against loss or damage from such causes as are customarily insured against, by public or private corporations engaged in a similar type of business, all in accordance with the annual written recommendations of the Insurance Consultant.

Any proceeds of insurance for the Airport will be paid into the Construction Fund during the period of Construction, and thereafter will, to the extent necessary and desirable, be applied to the repair and replacement of any damaged or destroyed properties of the Airport. If any of said proceeds received are not used or committed for use with respect to the repair or replacement of Airport property within twenty-four months of receipt, such proceeds will be paid into the Development Fund.

Airport Consultant. The City will employ an Airport Consultant from time to time whenever and for the purposes contemplated by the Indenture. Such Airport Consultant will be an airport consultant or airport consultant firm or corporation having a wide and favorable reputation for skill and experience with respect to the operation and maintenance of airports, in recommending rental and other charges for use of airport facilities and in projecting revenues to be derived from the operation of airports.

Budgets. The City has covenanted to prepare and file annually with the Trustee at the beginning of each City Fiscal Year an Annual Budget setting forth the ensuing City Fiscal Year in reasonable detail, among other things, estimated Revenues, estimated Operation and Maintenance Expenses, reasonably anticipated unusual and extraordinary expenses, and deposits into each of the Funds established under the Indenture. The City may at any time adopt an amended Annual Budget for the remainder of the then current City Fiscal Year.

At least every five (5) City Fiscal Years the City (through the Airport Commission) has covenanted to prepare and file with the Trustee a Capital Budget for the Airport for the ensuing five (5) City Fiscal Years. The Capital Budget will set forth in reasonable detail the anticipated necessary or appropriate major capital improvements to the Airport during the succeeding five year period, the estimated Cost of Construction of such capital improvements and the anticipated sources of funds for the payment of such Costs. The City may at any time and from time to time adopt an amended Capital Budget for the remainder of the five City Fiscal Years covered thereby and will promptly file any such amendment with the Trustee. The Capital Budget and any amendments thereto will be available at the offices of the Trustee for inspection by the Bondholders.

Accounts and Reports. The City has covenanted to keep or cause to be kept proper books of record and account of the Airport in which complete and correct entries will be made of its transactions relating to the Revenues and each Fund and Account established under the Indenture, and which will at all times be subject to the inspection of the Trustee and the Owners of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The City shall annually, within 120 days after the close of each Airport Fiscal Year, cause an audit to be made of its books and accounts relating to the Airport for such Airport Fiscal Year by an independent and recognized certified public accountant or firm of independent certified public accountants not in the

regular employ of the City. Promptly thereafter reports of each audit will be filed with the Trustee and with each Rating Agency. Each such audit report will set forth with respect to such Airport Fiscal Year: (i) a statement of financial condition of the Airport as of the end of such Airport Fiscal Year and the related statement of revenues and expenses for the Airport Fiscal Year then ended, (ii) a summary with respect to each Fund and Account established under the Indenture of the receipts therein and disbursements therefrom; (iii) the details of all Bonds issued, paid, purchased or redeemed, (iv) the amounts on deposit at the end of such Airport Fiscal Year to the credit of each Fund and Account established under the Indenture; (v) the amounts of the proceeds received from any sales of property constituting part of the Airport; and (vi) a list of all insurance policies with respect to the Airport or certificates thereof then held by the City or the Trustee.

The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture will be available for the inspection of the Bondholders at the office of the Trustee and will be mailed to each Bondholder who will file a written request therefor with the City. The City may charge each Bondholder requesting such reports, statement and other documents, a reasonable fee to cover reproduction, handling and postage.

Special Facilities. The City or any other public corporation or public instrumentality will be authorized to finance from the proceeds of obligations, other than Bonds, issued by the City or such other public corporation or public instrumentality which are not payable from Revenues, capital improvements or facilities to be located on any property included under the definition of Airport (“*Special Facilities*”) without regard to any requirements of the Indenture with respect to the issuance of Additional Bonds, provided:

(1) Such obligations are payable solely from rentals or other charges derived by the City or such other public corporation or public instrumentality under a lease, sale or other agreement entered into between the City or such other public corporation or public instrumentality and the person, firm or corporation which will be utilizing the Special Facilities to be financed;

(2) The estimated rentals, payments or other charges (including interest earnings on any reserves) to be derived by the City or such other public corporation or public instrumentality from the lease, sale or other agreement with respect to the Special Facilities to be financed will be at least sufficient to pay the principal of and interest on such obligations, all costs of operating and maintaining such Special Facilities and all sinking fund, reserve or other payments required by the resolution, ordinance or indenture securing such obligations;

(3) The construction and operation of the Special Facilities to be financed will not decrease the Revenues presently projected to be derived from the Airport; and

(4) In addition to all rentals, payments or other charges with respect to the Special Facilities to be financed, a fair and reasonable rental for the land upon which said Special Facilities are to be constructed will be charged by the City, and said ground rent will be deemed Revenues derived from the Airport.

The Indenture further provides that the provisions described above are not applicable to or otherwise deemed to limit the right of the City or any other public corporation or public instrumentality to finance the expansion, relocation or other improvement of any airline aviation fueling facilities or in-flight meal preparation facilities located at the Airport on October 15, 1984.

Tax Covenant of the City. The City shall at all times do and perform, or cause to be done and performed, all acts and things permitted by law and necessary in order to assure that the interest paid on the Bonds which are Tax-Exempt Bonds shall, for the purpose of federal income taxation, be excludable from the gross income of the recipients thereof and exempt from such taxation, except in the case of any Bond which is a “private activity bond” which is held by a person who is a “substantial user” or a “related person” within the meaning of Section 147(a) of the Code or except in the event that interest on the Bonds is subject to any other federal income tax otherwise applicable to obligations, the interest on which is excluded from gross income under Section 103 of the Code.

The City shall not permit at any time or times any of the proceeds of the Tax-Exempt Bonds or any other funds of the City to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Tax-Exempt Bond issued pursuant to the Indenture to be an “arbitrage bond” within the meaning of Section 103(b)(2) of the Code. In addition, the City shall not permit at any time or times, any moneys or securities in any fund or account created or continued hereunder to be invested or held in such manner so as to cause any Tax-Exempt Bond issued pursuant to the Indenture to be an “arbitrage bond” as aforesaid.

The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Tax-Exempt Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under the Indenture and available therefor.

The City agrees to continually comply with the provisions of any Tax Certificate entered into in connection with each Series of Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code.

Events of Default and Remedies

Each of the following constitutes an event of default (each, an “*Event of Default*”) under the Indenture:

(A) if default is made in the due and punctual payment of the principal of or Redemption Price of any Bond, whether at maturity or by call for redemption, or otherwise, or in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor when and as such interest installment or Sinking Fund Installment will become due and payable;

(B) if default is made by the City in the performance or observance of the covenants, agreements and conditions on its part in establishing, fixing, prescribing and collecting rates, fees, rentals and other charges for the use of the Airport in order that in each Airport Fiscal Year the Revenues will be sufficient to pay the Aggregate Debt Service for such Airport Fiscal Year and to provide the funds necessary to make the required deposits in and maintain the several Funds and Accounts established in the Indenture, and in any event, as are required to pay or discharge all indebtedness, charges and liens whatsoever payable out of the Revenues under the Indenture; provided, however, that a failure by the City to comply with the foregoing covenant will not constitute an event of default under the Indenture if, (i) within four months of the end of the most recently completed Airport Fiscal Year, the City retains an Airport Consultant for the purpose of making recommendations with respect to the operations of the Airport and the sufficiency of its rates, fees, rentals and other charges, (ii) the Airport Consultant will make the required recommendations to the City within seven months of the end of such Airport Fiscal Year and file

same with the Trustee; and (iii) the City will diligently and in good faith follow the recommendations of the Airport Consultant;

(C) if default will be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Indenture or in the Bonds and such default will continue for a period of sixty days after written notice thereof to the City by the Trustee or to the City and to the Trustee by the Owners of not less than twenty-five percent in principal amount of the Bonds Outstanding; provided, however, that if such failure will be such that it can be corrected but cannot be corrected within such sixty day period, it will not constitute an Event of Default if corrective action is instituted within such period and diligently pursued until the failure is corrected;

(D) if the City will file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State;

(E) if judgment for the payment of money is rendered against the City as the result of the construction, improvement, ownership, control or operation of the Airport, and any such judgment will not be discharged within twenty four (24) months after the entry thereof, or an appeal will not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment will have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof; or

(F) if an order or decree is entered, with the consent or acquiescence of the City, appointing a receiver or receivers of the Airport or any part thereof, or the revenues therefrom, or if such order or decree has been entered without the consent or acquiescence of the City, such order or decree will not be vacated or discharged, stayed or appealed within ninety (90) days after the entry thereof; then and in each and every such case, so long as such Event of Default will not have been remedied, unless the principal of all the Bonds will have already become due and payable, either the Trustee may (by notice in writing to the City), and upon written request of the Owners of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding (by notice in writing to the City and the Trustee) will, declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same will become and be immediately due and payable, anything in the Indenture or in any of the Bonds contained to the contrary notwithstanding.

The right of the Trustee to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds will have matured by their terms, all overdue installments of interest upon the Bonds, together with interest on such overdue installments of interest to the extent permitted by law and the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums then payable by the City under the Indenture (except the principal of, and interest accrued since the next preceding interest payment date on the Bonds due and payable solely by virtue of such declaration) will either be paid by or for the account of the City or provision satisfactory to the Trustee will be made for such payment, and all defaults under the Bonds or under the Indenture (other than the payment of principal and interest due and payable solely by reason of such declaration) will be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate will be made therefor, then and in every such case the Owners of fifty-one percent (51%) in principal amount of the Bonds Outstanding, by written notice to the City and to the Trustee, may rescind such declaration and annul such default in its entirety, or, if the Trustee will have acted itself, and if there will not have theretofore delivered

to the Trustee written direction to the contrary by the Owners of fifty-one percent (51%) in principal amount of the Bonds then Outstanding, then any such declaration will ipso facto be deemed to be rescinded and any such default and its consequences will ipso facto be deemed to be annulled, but no such rescission and annulment will extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

If an Event of Default has happened and has not been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Owners of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding will proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under the Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant contained in the Indenture, or in aid of the execution of any power therein granted, or for an accounting against the City as if the City were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, will deem most effectual to enforce any of its rights or to perform any of its duties under the Indenture.

The Owners of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee will have the right to decline to follow any such direction if the Trustee will be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith will determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction.

Regardless of the happening of an Event of Default, the Trustee will have power to, but unless requested in writing by the Owners of not less than 51% in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, will be under no obligation to, institute and maintain such suits and proceedings as it may be advised will be necessary or expedient to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture, and such suits and proceedings as the Trustee may be advised will be necessary or expedient to preserve or protect its interests and the interest of the Bondholders.

Restrictions on Bondholders' Actions

No Owner of any Bond will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Indenture or the execution of any trust under the Indenture or for any remedy under the Indenture, unless such Owner will have previously given to the Trustee written notice of the happening of an Event of Default, as provided in the Indenture, and the Owners of at least twenty-five percent in principal amount of the Bonds then Outstanding will have filed a written request with the Trustee, and will have offered it reasonable opportunity, either to exercise the powers granted in the Indenture or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Owners will have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee will have refused to comply with such request for a period of thirty days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds will have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the Indenture, or to enforce any right under the Indenture, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Indenture will be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of all Owners of the Outstanding Bonds.

Waiver of Events of Defaults

Prior to the declaration of maturity of the Bonds as provided in the Indenture, the Owners of not less than fifty-one percent (51%) in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Owners of all of the Bonds waive any past default under the Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Bonds. No such waiver will extend to any subsequent or other default or impair any right consequent thereon.

Rights of Bond Insurers on Default

All actions permitted to be taken under the Indenture upon the occurrence of an Event of Default by the Owners of any Bonds insured by a Bond Insurer may be taken by such Bond Insurer without any action being taken by such Owners. Any action taken by such Bond Insurer will be deemed to be the action taken by such Owners for purposes of the Indenture.

Supplemental Indentures

For any one or more of the following purposes at any time or from time to time, a Supplemental Indenture of the City may be adopted, which, upon the execution and delivery thereof by the Trustee will be fully effective in accordance with its terms:

- (1) To close the Indenture against, or provide limitations and restrictions to the limitations and restrictions contained in the Indenture on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;
- (2) To add to the covenants and agreements of the City in the Indenture, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with the Indenture theretofore in effect;
- (3) To add to the limitations and restrictions in the Indenture, other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with the Indenture as theretofore in effect;
- (4) To provide for the issuance of bearer Bonds and interest coupons and establish appropriate exchange privileges and notice requirements in connection therewith with respect to any Bonds issued or to be issued under the Indenture;
- (5) To authorize Bonds of a Series or to determine the terms and details thereof and, in connection therewith, specify and determine certain matters and things pertaining to the issuance of the Bonds, Additional Bonds and Refunding Bonds referred to in the Indenture, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;
- (6) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture, of the Revenues, or of any other moneys, securities or funds;

(7) To modify any of the provisions of the Indenture in any respect whatever, provided that (i) the effective date of such modification will be, and expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Indenture will cease to be Outstanding, and (ii) such Supplemental Indenture will be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

(8) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture; or

(9) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect.

At any time or from time to time, a Supplemental Indenture may be adopted subject to consent by Bondholders in accordance with and subject to the provisions of the Indenture, which Supplemental Indenture, upon the execution and delivery thereof by the Trustee and upon compliance with the provisions of the Indenture, will become fully effective in accordance with its terms as provided in the Indenture.

Any modification or amendment of the Indenture and of the rights and obligations of the City and of the Owners of the Bonds thereunder, in particular, may be made by a Supplemental Indenture, with the written consent given as provided in the Indenture (i) of the Owners of at least fifty-one percent in principal amount of the Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Owners of at least fifty-one percent in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds will not be required and such Bonds will not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under the Indenture. No such modification or amendment will permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or Sinking Fund Installment or any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or will reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

The terms and provisions of the Indenture and the rights and obligations of the City and of the Owners of the Bonds thereunder may be modified or amended in any respect upon the adoption and filing by the City of a Supplemental Indenture and the consent of the Owners of all the Bonds then Outstanding.

Springing Third Restated Indenture

The 28th Supplemental Indenture provides for the amendment and restatement of the Indenture by the Third Amended and Restated Indenture of Trust attached as Appendix II to the 28th Supplemental Indenture (the “*Springing Third Restated Indenture*”), certain of the amendments of which require the consent of the Owners of at least 51% in principal amount of the Bonds Outstanding under the Indenture at the time such consent is given and, to the extent required, the Bond Insurers and providers of certain credit facilities (collectively, the “*Consent Amendments*”). Each Holder and each Beneficial Owner of the Series 2026 Bonds, by its acceptance of any Series 2026 Bond (whether upon original issuance or upon transfer or exchange thereof), will be deemed to have consented to the Consent Amendments and to the execution

and delivery of the Springing Third Restated Indenture by the Trustee and the City, without any further act, consent or direction on the part of such Holder or Beneficial Owner. Each Series 2026 Bond contains a statement of such deemed consent.

Such deemed consent will be effective immediately upon such acceptance and will constitute the consent of such Holder or Beneficial Owner for all purposes under the 28th Supplemental Indenture and under Article XII of the Indenture, as if such Holder or Beneficial Owner had affirmatively delivered its written consent. The Consent Amendments will become effective upon the City filing a notice to Bondholders stating in substance that the requisite consents have been received and all other applicable actions required under the Indenture to make the Springing Third Restated Indenture effective have occurred or are deemed to have occurred, without any requirement for additional consent, vote or other action by any Holder of the Series 2026 Bonds. The Trustee is entitled to rely conclusively upon such deemed consent and has no duty to verify or confirm it.

Discharge of Lien of the Indenture

If the City will pay or cause to be paid, or there will otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, then the pledge of any Net Revenues, and other moneys and securities pledged under the Indenture and all covenants, agreements and other obligations of the City to the Bondholders; will thereupon cease, terminate and become void and be discharged and satisfied.

Bonds or interest installments for payment or redemption of which moneys will have been set aside and will be held in trust by the Paying Agents (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof will be deemed to have been paid within the meaning and with the effect expressed in the Indenture. All Outstanding Bonds of any Series will prior to the maturity or redemption date thereof be deemed to have been paid if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City will have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in the Indenture notice of redemption of such Bonds on said date; (ii) there will have been deposited with the Trustee either moneys in an amount which will be sufficient, or Government Securities the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, will be sufficient, to pay when due the principal and premium, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, and all necessary and proper fees, compensation and expenses of the Trustee and Paying Agents pertaining to the Bonds with respect to which such deposit is made will have been paid or the payment thereof provided for to the satisfaction of the Trustee and Paying Agents, respectively, as the case may be; and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty days, the City will have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, to the Owners of such Bonds notice that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds.

Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, will, unless otherwise provided by law, at the written request of the City, be repaid by the Fiduciary

to the City, as its absolute property and free from trust, and the Fiduciary will thereupon be released and discharged with respect thereto and the Bondholders will look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City and the Fiduciary will, at the expense of the City, cause to be mailed to the Owner of each unpaid Bond, at the address of such Owner as set forth on the Bond register maintained by the Trustee, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date will not be less than 45 days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

After payment in full of the principal of, redemption premium, if any, and interest on any Series of Bonds (or after provision has been made for the payment thereof as provided in the Indenture), the fees, charges and expenses of the Trustee and Paying Agent, and any other amounts required to be paid under the Indenture relating to such Series of Bonds, all amounts remaining in the accounts or sub-accounts established with the Trustee for such Series of Bonds shall be transferred to the various sub-accounts of the Debt Service Account for the Outstanding Bonds, as directed by the City, unless otherwise directed in a Supplemental Indenture adopted in accordance with the Indenture.

Claims Upon the Insurance Policy and Payments by and to the Insurer

If, on the third Business Day prior to the related scheduled interest payment date or principal payment date (“**Payment Date**”) there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the Series 2026 Bonds due on such Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the “**Insurer’s Fiscal Agent**”) by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2026 Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer’s Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2026 Bonds and the amount required to pay principal of the Series 2026 Bonds, confirmed in writing to the Insurer and the Insurer’s Fiscal Agent (if any) by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal of Series 2026 Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2026 Bonds registered to the then current Series 2026 Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2026 Bond to the Insurer, registered in the name of Assured Guaranty Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee’s failure to so designate any payment or issue any replacement Series 2026 Bond shall have no effect on the amount of principal or interest payable by the City on any Series 2026 Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2026 Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee. Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of holders of the Series 2026 Bonds referred to herein as the “Policy Payments Account” and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy

in trust on behalf of holders of the Series 2026 Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to holders of the Series 2026 Bonds in the same manner as principal and interest payments are to be made with respect to the Series 2026 Bonds under the sections hereof regarding payment of Series 2026 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the City agrees to pay to the Insurer (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the “**Insurer Advances**”); and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the “**Insurer Reimbursement Amounts**”). “**Late Payment Rate**” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2026 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The City hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Revenues and payable from such Revenues on a parity with debt service due on the Series 2026 Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Series 2026 Bond payment date shall promptly be remitted to the Insurer.

APPENDIX D

PROPOSED THIRD AMENDED AND RESTATED INDENTURE

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FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

ST. LOUIS LAMBERT INTERNATIONAL AIRPORT

**THIRD AMENDED AND RESTATED
INDENTURE OF TRUST**

between

THE CITY OF ST. LOUIS, MISSOURI

and

UMB BANK, N.A.,
as trustee

relating to

AIRPORT REVENUE BONDS

Dated as of [_____, 202_]

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

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(This table of contents is not a part of this
Indenture and is only for convenience of reference)

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FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

This **THIRD AMENDED AND RESTATED INDENTURE OF TRUST** dated as of [_____, 2026] is made between **THE CITY OF ST. LOUIS, MISSOURI**, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), and **UMB BANK, N.A.** (successor to Mercantile Trust Company National Association), a national banking association organized and existing under the laws of the United States (together with any successor in such capacity, the "Trustee");

WITNESSETH:

WHEREAS, all terms used herein in capitalized form, except as otherwise defined herein, shall have the meanings ascribed thereto in Section 101 hereof; and

WHEREAS, the City owns and operates the Airport; and

WHEREAS, pursuant to Article VI, Section 27 of the Constitution of the State of Missouri, as amended, and ordinances of the City numbered 51342, 54813, 55647, 57110, 57613, 58328 and 58761, the City issued from time to time prior to the adoption of the hereinafter defined Original Indenture an aggregate of \$178,000,000 of its bonds to finance the purchase, construction, extension and improvement of the Airport, which bonds are no longer outstanding; and

WHEREAS, the City entered into that certain Indenture of Trust, dated as of October 15, 1984, with the Trustee providing for the issuance thereunder of bonds for the purpose of financing costs of purchasing, constructing, extending and improving the Airport and for other governmental purposes relating to the Airport, which indenture was supplemented and/or amended from time to time by supplemental indentures thereto as described on Schedule I hereto (collectively, the "Original Indenture"); and

WHEREAS, the City has previously issued various series of Bonds under the Original Indenture as described on Schedule I hereto, which Bonds are no longer outstanding; and

WHEREAS, the City entered into that certain Amended and Restated Indenture of Trust, dated as of September 10, 1997, with the Trustee amending and restating the Original Indenture, which indenture was supplemented and/or amended from time to time by supplemental indentures thereto as described on Schedule II hereto (collectively, the "Prior Restated Indenture"); and

WHEREAS, the City has previously issued various series of Bonds under the Prior Restated Indenture as described on Schedule II hereto; and

WHEREAS, the City entered into that certain Amended and Restated Indenture of Trust, dated as of July 1, 2009, with the Trustee amending and restating the Prior Restated Indenture, which indenture was supplemented and amended from time to time by supplemental indentures thereto as described on Schedule III hereto (the "Second Restated Indenture"); and

WHEREAS, the City has previously issued various series of Bonds under the Second Restated Indenture as described on Schedule III hereto; and

WHEREAS, the City desires to amend and restate the Second Restated Indenture, as set forth herein; and

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

WHEREAS, pursuant to Article XI of the Second Restated Indenture, the City and the Trustee, without the consent of any of the Bondholders, may enter into a Supplemental Indenture for certain purposes, including to cure any ambiguity and to clarify matters arising under the Second Restated Indenture; and

WHEREAS, pursuant to Article XII of the Second Restated Indenture, the City and the Trustee may amend the Second Restated Indenture, in any particular manner, with the consent of (i) the Bondholders owning at least 51% in principal amount of the Bonds outstanding under the Second Restated Indenture or (ii) to the extent required, the Credit Facility Providers enhancing such Series of Bonds; and

WHEREAS, for the purposes of Articles XI and XII of the Second Restated Indenture, actions permitted or required to be taken by the Owners of the Bonds may be taken by the Credit Facility Providers enhancing such Bonds without any action being taken by the Bondholders; and

WHEREAS, the City has or will have obtained the consent of the Bondholders owning at least 51% in principal amount of the Bonds outstanding under the Second Restated Indenture to the adoption of this Third Restated Indenture; and

WHEREAS, the City and the Trustee therefore have or will have complied with and satisfied all applicable requirements of Articles XII of the Second Restated Indenture in connection with the execution and delivery of this Third Restated Indenture; and

WHEREAS, all things necessary to make the Bonds issued from time to time hereunder, when authenticated by the Trustee and issued as in this Third Restated Indenture provided, the valid, binding and legal limited obligations of the City and to constitute this Third Restated Indenture a valid and binding agreement securing the payment of the principal of, premium, if any, and interest on all Bonds issued and to be issued hereunder have been done and performed, and the execution and delivery of this Third Restated Indenture and the execution and issuance of such Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW THEREFORE, THIS THIRD RESTATED INDENTURE FURTHER WITNESSETH:

That as security for payment of the principal of, premium, if any, and interest on the Bonds previously issued under the Original Indenture, the Prior Restated Indenture and the Second Restated Indenture and the Bonds issued from time to time hereunder, and to reimburse any Credit Facility Provider, Liquidity Facility Provider and Reserve Account Facility Provider for amounts owed to them under any Credit Facility, Liquidity Facility or Reserve Account Facility, respectively, but subject to the limitations set forth herein, and for the funds which may be advanced by the Trustee pursuant hereto, the City does hereby, pledge, assign, grant, bargain and sell, convey and confirm to the Trustee a security interest in and to the following described property:

A. All of the rights, title and interest of the City in and to the Pledged Funds and proceeds of Bonds for the benefit of the Holders of the Bonds;

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

B. All rights, title and interest of the City in and to all moneys and securities from time to time held by the Trustee under the terms of the Indenture, and in any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, pledged and assigned as and for additional security hereunder, by the City with written instructions that it be held under the terms of the Indenture or by anyone on its behalf or with its written consent and with such written instructions, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended to be, to the Trustee and its successors in such trust and their assigns forever.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Bonds issued under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others upon the terms and conditions hereinafter stated and except as otherwise herein expressly provided.

SUBJECT TO the application of the proceeds of sale of the Bonds issued hereunder and Revenues to the purposes and on the conditions permitted by the Indenture, the City hereby covenants and agrees with the Trustee and with the Owners, from time to time, of the Bonds, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 101. Definitions.

The capitalized terms used in the Indenture and in any Issuing Instrument shall, for all purposes of the Indenture, have the meanings specified in this Article I, unless specified otherwise or a different meaning clearly appears from the context:

"Account" means any account established pursuant to Section 502 hereof or any Issuing Instrument.

"Accountant's Certificate" means a certificate signed by an Independent certified public accountant or a firm of certified public accountants selected by the City, who may be the accountant or firm of accountants who regularly audit the books of the City.

"Accrued Aggregate Debt Service" means, as of any date of calculation, an amount equal to the sum of (i) interest on the General Revenue Bonds of all Series accrued and unpaid and to accrue to the end of the then current calendar month, and (ii) Principal Installments for General Revenue Bonds due and unpaid and that portion of the Principal Installments for General Revenue Bonds for all Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such calendar month.

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"Additional Project" means the extension, improvement, purchase, acquisition, construction and enlargement of facilities, appurtenances and equipment, and the acquisition of land, for the Airport to be financed, in whole or in part, from the proceeds of Additional Senior General Revenue Bonds or other Bonds.

"Additional Senior General Revenue Bonds" means Senior General Revenue Bonds authenticated and delivered pursuant to Section 304.A hereof, and any Senior General Revenue Bonds thereafter authenticated and delivered in lieu of or in substitution for such Senior General Revenue Bonds pursuant to Article IV hereof or Section 606 hereof.

"Additional Subordinated General Revenue Bonds" means Subordinated General Revenue Bonds authenticated and delivered pursuant to Section 304.B. hereof, and any Subordinated General Revenue Bonds thereafter authenticated and delivered in lieu of or in substitution for such Subordinated General Revenue Bonds pursuant to Article IV hereof or Section 606 hereof.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to any specified period, the sum of the amounts of Debt Service for such period with respect to all Series of Outstanding General Revenue Bonds, subject to the adjustments provided in the definition of Debt Service with respect to any Series of Balloon Indebtedness, Option Bonds, Tender Bonds, Variable Rate Bonds, Repayment Obligations, or Commercial Paper.

"Airport" means the St. Louis Lambert International Airport (formerly known as Lambert-St. Louis International Airport), which is owned and operated by the City, including all land now owned or hereafter acquired by the City (by purchase, lease or otherwise) for purposes of such airport (including, without limitation, facilities associated with noise mitigation and clear zone purposes) and all improvements and facilities now in existence and located on any such land, as such airport may be hereafter added to, extended, improved or constructed and equipped, less any portion thereof sold or otherwise disposed of pursuant to Section 808 hereof.

"Airport Commission" means the Airport Commission of the City, or such officer, board or commission of the City who or which hereafter may be legally authorized to exercise the powers and duties of the Airport Commission.

"Airport Consultant" means the Independent airport consultant or airport consulting firm or business entity at the time retained by the City pursuant to Section 813 hereof to perform the acts and carry out the duties provided for such airport consultant or airport consulting firm or business entity in the Indenture.

"Annual Budget" means the annual budget of the City (through the Airport Commission) for the Airport, as amended or supplemented from time to time, adopted or in effect for a particular Fiscal Year as provided in Section 816 hereof.

"Assumed Variable Rate" shall mean in the case of:

- (a) Outstanding Bonds in the form of Variable Rate Bonds, the greater of:

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(i) the average interest rate on such Outstanding Variable Rate Bonds for the most recently completed sixty (60) month period or the period such Variable Rate Bonds have been Outstanding if it is less than sixty (60) months, or

(ii) the rate to be determined pursuant to clause (b) below assuming the Outstanding Variable Rate Bonds were being issued on the date of calculation; and

(b) Obligations proposed to be issued in the form of Variable Rate Bonds, unless provided in an Issuing Instrument authorizing the issuance of such Series of Variable Rate Bonds, a market rate of interest estimated and certified by the City's municipal advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise). Notwithstanding the foregoing, in no event shall the Assumed Variable Rate be in excess of the maximum interest rate allowed by law on obligations of the City, as applicable.

"Authorized Depository" means the Trustee, a Fiduciary, or one or more other banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations designated by the City that shall have qualified with all applicable state and federal requirements concerning the receipt of City funds and qualified under Section 701 hereof as a depository of moneys and securities held under the provisions of the Indenture and shall include the Trustee.

"Authorized Representative of the City" means the Mayor, the Comptroller or the Treasurer of the City, or any other officer or employee of the City (to the extent such officer or employee of the City is designated by the Mayor, the Comptroller or the Treasurer of the City in a writing filed with the Trustee) authorized under the laws of the State, the Charter or ordinance of the City to perform specific acts or duties related to the subject matter of the authorization.

"Balloon Indebtedness" means with respect to any Series of Bonds, twenty-five percent (25%) or more of the principal of which matures on the same date or within a single Fiscal Year, that portion of such Series which matures on such date or within such Fiscal Year; provided, however, that to constitute "Balloon Indebtedness" (i) the City must designate that portion of such Series of Bonds as Balloon Indebtedness, and (ii) if such Series of Bonds matures in more than one succeeding Fiscal Year, the amount of Bonds of such Series designated and maturing on a single date or within a Fiscal Year must equal or exceed 150% of the amount of such Series which matures during any other Fiscal Year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such Bonds scheduled to be amortized by prepayment or redemption prior to their stated maturity date and a Commercial Paper Program and the Commercial Paper constituting part of such Commercial Paper Program shall not be deemed to be Balloon Indebtedness.

"Beneficial Owner" means as provided in Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

"Bond" or "Bonds" means all bonds, notes or other debt obligations of the City previously issued pursuant to the terms of the Original Indenture, the Prior Restated Indenture and the Second Restated Indenture, together with all indebtedness issued under and in accordance with the

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provisions of the Indenture pursuant to an Issuing Instrument, including, but not limited to, Additional Senior General Revenue Bonds, Additional Subordinated General Revenue Bonds, Refunding Bonds, Short Term Indebtedness and other instruments creating an indebtedness authorized by the Indenture, obligations incurred pursuant to an any interest rate swap agreement entered into in connection with Bonds, obligations incurred through lease or installment purchase agreements or other agreements or certificates of participation therein, to the extent authorized by the Indenture, and Repayment Obligations to the extent provided in Section 306 hereof and any Additional Senior General Revenue Bonds, Additional Subordinated General Revenue Bonds or Refunding Bonds.

"Bond Counsel" means counsel selected by the City that is of nationally recognized standing in the field of law relating to the issuance of municipal bonds and matters relating to the exclusion of the interest thereon from gross income for purposes of federal income taxation.

"Bond Fund" means the Airport Bond Fund established by Section 502 hereof.

"Bondholder," "Holder," "Owner" or "Owner of Bonds," or any similar term, means the registered owner (or his/her/its authorized representative) of any Bond or Bonds issued in registered form and the bearer of any Bond or coupon with respect thereto issued in bearer or coupon form at any time Outstanding hereunder and any Credit Facility Provider to which the City is obligated to repay Line of Credit Indebtedness under the Indenture or any Credit Facility Provider or Reserve Account Facility Provider whose Repayment Obligation constitutes a Bond under Section 306 hereof.

"Bond Registrar" means with respect to the Bonds or any Series of Bonds, the Trustee and any other bank, trust company or other entity designated in an Issuing Instrument to perform the duties of "Bond Registrar" enumerated in Section 804 hereof. The term "Bond Registrar" also includes any co-registrar appointed by the City pursuant to Section 804 hereof.

"Bond Year" means, except as otherwise provided in an Issuing Instrument or a Tax Certificate delivered in connection with a Series of Bonds, the one-year period beginning on the date such Series of Bonds is issued and all subsequent one-year periods beginning on the day following the expiration of the preceding Bond Year, or such other period as may be required under Section 148 of the Code.

"Business Day" means any day of the year other than (i) a Saturday or Sunday or (ii) a day on which banks located in New York, New York, St. Louis, Missouri or Kansas City, Missouri are required or authorized by law to remain closed.

"Capital Budget" means the capital budget of the City for the Airport, as amended or supplemented from time to time, adopted or in effect for a particular Fiscal Year as provided in Section 815 hereof.

"CFC Project" means all or a portion of the costs and expenses of (i) financing, designing, constructing, operating, relocating, and maintaining a consolidated rental car facility (CONRAC) for the operation by Rental Car Companies at the Airport, or (ii) other rental automobile related facilities, including quick turnaround facilities, and facilities to be modified, improved, or

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relocated to accommodate rental automobile related facilities at the Airport, or (iii) any other lawful purpose at the Airport.

"CFC Revenues" means the revenues from the Customer Facility Charge received by the City.

"Charter" means the Charter of the City as in effect from time to time.

"City Sub-Account" means the City Sub-Account established within the Revenue Fund by Section 502 hereof.

"Code" means the Internal Revenue Code of 1986, as amended, and the regulations thereunder, as applicable, and any successor to such Code.

"Commercial Paper" means any debt obligations of the City authorized by the City to be incurred through the issuance, from time to time, of taxable or tax-exempt Notes of the City pursuant to a Commercial Paper Program adopted by the City under and in accordance with the provisions of Article III hereof pursuant to an Issuing Instrument, with maturities not to exceed 270 days.

"Commercial Paper Program" means a financing program authorized by the City and identified in the applicable Issuing Instrument pursuant to which Commercial Paper shall be issued and reissued from time to time, up to the authorized amount of such Commercial Paper Program.

"Common Debt Service Reserve Account" means the Common Debt Service Reserve Account established within the Bond Fund by Section 502 hereof. The term "Common Debt Service Reserve Account" does not include any Series Debt Service Reserve Account established to secure a Series of Senior General Revenue Bonds.

"Comptroller" means the Comptroller of the City.

"Construction Fund" means the Airport Construction Fund established by Section 502 hereof or any Account or subaccount established therein.

"Consultant" means any Independent consultant, consulting firm, engineer, architect, engineering firm, architectural firm, accountant or accounting firm, financial or municipal advisory firm or investment banking firm, experts in the area of air traffic and airport financial analysis, or other expert recognized to be well-qualified for work of the character required and retained by the City to perform acts and carry out the duties provided for such consultant in the Indenture.

"Consulting Engineers" means, pursuant to Section 814 hereof, an engineer employed by the City or an Independent engineering firm or business entity retained by the City to perform the acts and carry out the duties provided for such engineer or engineering firm or business entity in the Indenture.

"Contingency Fund" means the Airport Contingency Fund established by Section 502 hereof.

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"Cost of Construction" means, with respect to any Additional Project, the City's costs properly attributable to the construction or acquisition thereof, including but not limited to, the cost of acquisition by or for the City of real or personal property or other interest therein, costs of physical construction, and costs of the City incidental to such construction or acquisition, including but not limited to the cost of any indemnity and surety bonds and premiums on insurance during construction, planning, architectural, engineering, inspection and construction management fees, legal fees and expenses, cost of audits, fees and expenses of the Fiduciaries and Consultants and costs of financing, construction period interest on any Bonds issued in connection with such Additional Project, administrative and general overhead and keeping accounts and making reports required by the Indenture prior to commencement of operation of such Additional Project, amounts, if any, required by the Indenture to be paid into any Fund or Account upon the issuance of any Series of Bonds, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the City (other than the Bonds) incurred for such Additional Project, costs of machinery, equipment and supplies and initial working capital required by the City for the commencement of operation of such Additional Project, the initial funding of the reserves required under the Indenture, and may include reimbursement to the City for any such items of Cost of Construction theretofore paid by or on behalf of the City. "Cost of Construction" shall also include the Costs of Issuance of any Series of Bonds to the extent payable from the Construction Fund pursuant to the Indenture or an Issuing Instrument.

"Cost of Issuance" means all items of expense, directly or indirectly payable or reimbursable by or to the City and related to the authorization, sale and issuance of any Bonds, including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and charges, fees and disbursements of consultants and professionals, fees and expenses of underwriters, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, costs and expenses of refunding, premiums for the insurance of the payment of Bonds, fees payable in connection with any Credit Facility securing all or a portion of the Bonds or Reserve Account Facility related to a Series of Bonds, financing charges, accrued interest with respect to the initial investment of proceeds of Bonds and any other costs, charge or fee in connection with the issuance of Bonds.

"Cost of Issuance Account" means the Cost of Issuance Account established with respect to a Series of Bonds in accordance with Section 503.G hereof.

"Counsel's Opinion" means an opinion of an attorney or firm of attorneys nationally recognized on the subject of tax-exempt municipal financings (who may be counsel to the City) selected by the City and satisfactory to the Trustee.

"Counterparty" means an entity whose senior long-term debt obligations, or whose obligations under an Interest Rate Exchange Agreement, are guaranteed by a financial institution whose senior long term debt obligations have a rating in one of the three highest rating categories of two or more of the Rating Agencies as of the date of such Interest Rate Exchange Agreement.

"Coverage Amount" means the amount which may, in the City's discretion, be deposited in the Coverage Fund in order for the City to have on deposit therein with respect to any annual Aggregate Debt Service due and payable in the current Fiscal Year on all then Outstanding General

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Revenue Bonds, which amount may not exceed twenty-five percent (25%) of such annual Aggregate Debt Service.

"Coverage Fund" means the Airport Coverage Fund established by Section 502 hereof.

"Credit Facility" means a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee, credit agreement, loan agreement or other similar financial instrument which obligates the Credit Facility Provider to advance funds to the City for its authorized uses or to make payments of or provide funds to the Trustee for the payment of the principal of and/or interest on Bonds when due. The term "Credit Facility" shall not include a Liquidity Facility or a Reserve Account Facility.

"Credit Facility Provider" means the provider of a Credit Facility. The term "Credit Facility Provider" shall not include any Reserve Account Facility Provider. Whenever in the Indenture the consent of the Credit Facility Provider is required, such consent shall only be required from the Credit Facility Provider whose Credit Facility is issued with respect to the Bonds for which the consent is required.

"Customer" means the actual individual(s) party to a signed automobile rental agreement as the driver(s) of the automobile delivered, rented to, or who picked up the automobile at the Airport or a CFC Project, regardless of who pays a portion of, or all of, the automobile rental fees.

"Customer Facility Charge" or "CFC" means a fee payable by Customers, collected, accounted for, and remitted by a Rental Car Company to the City (whether or not collected from Customers), as established and periodically adjusted by the City, in its sole discretion.

"Debt Service" for any period means, as of any date of calculation and with respect to any Series of General Revenue Bonds, an amount equal to the sum of (i) interest accruing during such period on General Revenue Bonds of such Series, except to the extent that such interest on the General Revenue Bonds of such Series is to be paid from deposits (including investment income thereon) in the Debt Service Account made from proceeds of General Revenue Bonds or other amounts available therein, and (ii) that portion of each Principal Installment for such Series of General Revenue Bonds which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series of General Revenue Bonds (or, if there shall be no such preceding Principal Installment due date, from the date of issuance of such Series). For purpose of computing Debt Service as required above, any Principal Installment or interest due on the first day of a Fiscal Year shall be deemed due in the preceding Fiscal Year.

For purposes of any calculation of Debt Service required under the Indenture, except as set forth in the Issuing Instrument authorizing the issuance of a Series of General Revenue Bonds, the interest rate for a Series of Balloon Indebtedness, Tender Bonds, Option Bonds, Variable Rate Bonds, Repayment Obligations, or Commercial Paper shall, upon the issuance of such Series, be calculated on the basis of the following assumptions and the amount so determined shall not require adjustment thereafter except as appropriate to reflect reductions in the outstanding principal amount of such Series of General Revenue Bonds:

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(i) in determining the amount of principal to be funded in each Fiscal Year, payment shall (unless a different clause below applies for purposes of determining principal maturities or amortization) be assumed to be made on Outstanding General Revenue Bonds in accordance with any amortization schedule established by the applicable Issuing Instrument setting forth the terms of such General Revenue Bonds; in determining the amount of interest to be funded in each Fiscal Year, interest payable at a fixed rate shall (except to the extent clause (ii) or (iii) below applies) be assumed to be made at such fixed rate and on the required funding dates as provided in the applicable Issuing Instrument; provided, however, that interest payable on the General Revenue Bonds shall be excluded to the extent such payments are to be paid from capitalized interest on deposit in the Debt Service Account or other subaccount for such Fiscal Year;

(ii) if all or any portion or portions of Outstanding General Revenue Bonds or any General Revenue Bonds which are then proposed to be issued constitute Balloon Indebtedness, then, for purposes of determining annual Aggregate Debt Service, each maturity which constitutes Balloon Indebtedness will, unless clause (iii) below then applies, be treated as if it were to be amortized over a term of not more than thirty (30) years with substantially level annual debt service payments commencing not later than the year following the year in which such Balloon Bonds was, or is to be, issued; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for fixed-rate General Revenue Bonds of a corresponding term issued under the Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such General Revenue Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; and with respect to any General Revenue Bonds only a portion of which constitutes Balloon Indebtedness, the remaining portion will be treated as described in clause (i) above or such other provision of the definition Debt Service as will be applicable and;

(iii) any maturity of Outstanding General Revenue Bonds or any General Revenue Bonds which are proposed to be issued that constitutes Balloon Indebtedness and for which the stated maturity date occurs within twelve (12) months from the date such calculation of annual Aggregate Debt Service is made, shall be assumed to become due and payable on the stated maturity date unless there is delivered to the entity making the calculation of annual Aggregate Debt Service a certificate of an Authorized Representative of the City stating that the City intends to refinance such maturity and stating the probable terms of such refinancing, including the anticipated interest rate (which shall be a rate determined by a Consultant equal to the then current market rate assuming that such maturity were being refinanced on the date of such certificate) and the final maturity date of such refinancing (provided that such refinanced maturity shall be amortized over a term of not more than thirty (30) years from the date of refinancing), and that all necessary approvals of the City have been provided to successfully complete such refinancing; upon the receipt of such certificate, such Balloon Indebtedness shall be assumed to be refinanced in accordance with the probable terms set out in such certificate and such terms shall be used for purposes of calculating annual Aggregate Debt Service;

(iv) if any Outstanding General Revenue Bonds or any General Revenue Bonds which are then proposed to be issued constitute Tender Bonds (but excluding General Revenue Bonds as to which an Interest Rate Exchange Agreement is in effect and to which clause (vii) below applies), then, for purposes of determining annual Aggregate Debt Service, Tender Bonds shall be treated as if the principal amount of such General Revenue Bonds were to be amortized over a term of not

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more than thirty (30) years commencing in the year in which such Series is first subject to tender and with substantially level annual Debt Service payments and extending not later than thirty (30) years from the date such Tender Bonds were originally issued; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for fixed-rate General Revenue Bonds of a corresponding term issued under the Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such General Revenue Bonds bear interest which is or is not excluded from gross income for federal income tax purposes; and with respect to all funding requirements of principal and interest payments becoming due prior to the year in which such Tender Bonds is first subject to tender, such payments shall be treated as described in clause (i) above unless the interest during that period is subject to fluctuation, in which case the interest becoming due prior to such first tender date shall be determined as provided in clause (v) below;

(v) (A) the interest rate on Outstanding General Revenue Bonds which are Variable Rate Bonds for all purposes other than determining whether the test for issuing Additional Senior General Revenue Bonds set forth in Section 3.04.A is met or determining compliance with the Debt Service Reserve Requirement shall be a rate equal to the Assumed Variable Rate; and (B) the interest rate on Outstanding General Revenue Bonds which are Variable Rate Bonds for purposes of determining whether the test for issuing Additional Senior General Revenue Bonds set forth in Section 3.04.A is met and for determining compliance with the Debt Service Reserve Requirement, shall be a rate calculated in accordance with the provisions of clause (b) of the definition of Assumed Variable;

(vi) Debt Service on Repayment Obligations, to the extent such obligations constitute General Revenue Bonds under Section 306 hereof, shall be calculated as provided in Section 306 hereof;

(vii) with respect to Commercial Paper, the principal and interest thereon shall be calculated as if the entire maximum principal amount of such Commercial Paper authorized by an Issuing Instrument were to be amortized over a term of thirty (30) years commencing in the year in which such Commercial Paper Program is implemented and with substantially level annual Debt Service payments; the interest rate used for such computation shall be that rate determined by a Consultant to be a reasonable market rate for fixed rate General Revenue Bonds of a corresponding term issued under the Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such General Revenue Bonds bear interest which is or is not excluded from gross income for federal income tax purposes;

(viii) in the case of Option Bonds, the date or dates on which the Owner of such Option Bonds may elect or be required to tender such General Revenue Bonds for payment or purchase shall be ignored if the source for said payment or purchase is a Credit Facility or a Liquidity Facility and the stated dates for the payment of Debt Service shall be used for purposes of this calculation; provided, however, that during any period of time after the Credit Facility Provider has advanced funds under a Credit Facility or a Liquidity Facility Provider has advanced funds under a Liquidity Facility and before such amount is repaid, Debt Service shall include the principal amount so advanced and interest thereon, in accordance with the principal repayment schedule and interest rate or rates specified in the reimbursement or other similar agreement relating to such Credit Facility or Liquidity Facility; and

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(ix) To the extent that the City has entered into a Interest Rate Exchange Agreement with respect to any General Revenue Bonds and notwithstanding the provisions of clauses (i) through (vii) above, while the Interest Rate Exchange Agreement is in effect and so long as the Counterparty has not defaulted thereunder and so long as such Interest Rate Exchange Agreement does not result in a reduction or withdrawal of any rating then in effect with respect to the General Revenue Bonds and the stated term of such Interest Rate Exchange Agreement is coterminous with the stated maturity date of the related Series of General Revenue Bonds, for the purpose of determining the interest requirements based on the interest rate with respect to the principal amount of such Series of General Revenue Bonds equal to the "notional" amount specified in the Interest Rate Exchange Agreement shall be assumed to be (A) if the payments due from the City under the Interest Rate Exchange Agreement are computed based upon a fixed rate of interest, the actual rate of interest upon which such payment obligations are computed under such Interest Rate Exchange Agreement, and (B) if the payments due from the City under the Interest Rate Exchange Agreement are computed based upon a variable rate of interest, the average rate of interest for such obligations under the Interest Rate Exchange Agreement for the prior Fiscal Year or portion thereof while the Interest Rate Exchange Agreement was in effect or if the Interest Rate Exchange Agreement was not in effect during such prior Fiscal Year, then the lesser of (X) the initial rate of interest for the payments due from the City under the Interest Rate Exchange Agreement and (Y) the average rate of interest for the prior Fiscal Year under a published variable interest rate index agreed upon by the City and the Counterparty which is generally consistent with the formula which shall be used to determine the payments due from the City under the Interest Rate Exchange Agreement; "average rate" with respect to the payments due from the City under the Interest Rate Exchange Agreement for the prior Fiscal Year shall mean the rate determined by dividing the total annualized amount paid by the City under the Interest Rate Exchange Agreement in such Fiscal Year or portion thereof (without taking into account the payments received from the Counterparty under an Interest Rate Exchange Agreement during such prior Fiscal Year or portion thereof) by the "notional" amount specified in the Interest Rate Exchange Agreement for such Fiscal Year.

"Debt Service Account" means the Debt Service Account established within the Bond Fund by Section 502 hereof or any subaccount established therein.

"Debt Service Reserve Requirement" means, as of any date of calculation for the then Outstanding General Revenue Bonds, unless otherwise specified in the applicable Issuing Instrument for a particular Series of General Revenue Bonds, the sum for all Series of Outstanding General Revenue Bonds, an amount which shall equal the lesser of: (i) ten percent (10%) of the original proceeds (within the meaning of the Code) of such Series of Outstanding General Revenue Bonds secured by the Common Debt Service Reserve Account, (ii) one hundred twenty-five percent (125%) of the average annual Debt Service on such Series of Outstanding General Revenue Bonds secured by the Common Debt Service Reserve Account for any Fiscal Year, or (iii) the maximum annual Aggregate Debt Service on such Series of Outstanding General Revenue Bonds secured by the Common Debt Service Reserve Account for any Fiscal Year. In computing the Debt Service Reserve Requirement in respect of a Series of General Revenue Bonds that constitute Variable Rate Bonds, the interest rate thereon shall be, if such Variable Rate Bonds are Tax Exempt Bonds, the Assumed Variable Rate calculated in accordance with the provisions of clause (b)(i) of the definition thereof, and, if such Variable Rate Bonds are Taxable Bonds, the Assumed Variable Rate calculated in accordance with the provisions of clause (b)(ii) of the definition thereof. Such amount for all Series of General Revenue Bonds secured by the Common Debt Service Reserve

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Account may be satisfied by a deposit of cash or a Reserve Account Facility which provides for payment of all or a portion of the Debt Service due on all such Series of General Revenue Bonds or provides funds for the purchase of such General Revenue Bonds or portions thereof, and shall permit the full amount thereof to be drawn down at least thirty (30) days prior to the expiration thereof. The applicable Issuing Instrument for a Series of General Revenue Bonds may specify that the Debt Service Reserve Requirement may be satisfied either at the closing date for such Series of General Revenue Bonds or by depositing such requirement over time from Revenues monthly in substantially equal amounts which time period shall not exceed sixty (60) months from the closing date for such Series; alternatively, the applicable Issuing Instrument for a Series of General Revenue Bonds may specify that such Series of General Revenue Bonds shall not have a Debt Service Reserve Requirement, in which event such Series of General Revenue Bonds shall not be entitled to a lien on the Common Debt Service Reserve Account. Notwithstanding anything to the contrary contained herein, prior to the issuance of any Series of Senior General Revenue Bonds such Series of Senior General Revenue Bonds may be secured by the Common Debt Service Reserve Account in such amount as may be specified (which amount shall be the Debt Service Reserve Requirement for such Series) pursuant to the Issuing Instrument authorizing such Series of Senior General Revenue Bonds, if such Issuing Instrument provides for securing such Series of Senior General Revenue Bonds with the Common Debt Service Reserve Account, or the City may elect, in the Issuing Instrument authorizing such Series of Senior General Revenue Bonds, to establish a Series Debt Service Reserve Account to secure such Series of Senior General Revenue Bonds or the City may elect not to have such Series of Senior General Revenue Bonds secured by either the Common Debt Service Reserve Account or a Series Debt Service Reserve Account.

"Debt Service Stabilization Fund" means the Airport Debt Service Stabilization Fund established by Section 502.

"Development Fund" means the Airport Development Fund established by Section 502 hereof.

"Director of Airports" means the Director of Airports of the City or such officer of the City who hereafter may be given the powers and duties given to the Director of Airports as of the date of this Third Restated Indenture.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation," within the meaning of the New York Uniform Commercial Code, as amended, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, and its successors and assigns.

"EMMA" means the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board, or any successor thereto designated as a nationally recognized municipal securities information repository by the SEC.

"Event of Default" shall have the meaning ascribed thereto in Section 901 hereof.

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"FAA" means the Federal Aviation Administration, or any successor to its powers and authority.

"Fiduciary" means the Trustee, the Bond Registrar and any Paying Agent, or any or all of them as may be appropriate.

"Fiscal Year" means the twelve-month period beginning on July 1 of one year and ending on June 30 of the following year, or such other fiscal year of twelve months as may be selected by the City.

"Fitch" means Fitch Ratings, Inc. and its successors and assigns, and, if Fitch Ratings, Inc. shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, "Fitch" shall be deemed to refer to any nationally recognized statistical rating organization designated by the City.

"Fund" means any fund established pursuant to Section 502 hereof or any Issuing Instrument.

"Funds Committee" means the Funds Committee of the City, which, as of the date of this Third Restated Indenture, consists of the Mayor, the Comptroller and the Treasurer of the City.

"GARB Revenues" means all revenues, income, receipts and money received or derived by the City relating to, from or with respect to its possession, management, supervision, operation, maintenance and control of the Airport, including all rates, charges, landing fees, rentals, use charges, concession revenues, revenues from the sale of services, supplies or other commodities, any investment income realized from the investment of amounts in the Revenue Fund, and any other amounts deposited into the Revenue Fund, except for any revenues excluded by the following paragraph.

The term GARB Revenues shall not include: (i) any revenue or income from any Special Facilities, except ground rentals therefor or any payments made to the City in lieu of such ground rentals and the revenue or income received by the City from or related to Special Facilities which are not pledged to the payment of Special Facilities Indebtedness; (ii) any moneys received as grants, appropriations or gifts from the United States of America, the State or other sources, the use of which is limited by the grantor or donor to the planning or the construction of capital improvements, including land acquisition, for the Airport, except to the extent any such moneys shall be received as payment for the use of the Airport; (iii) any Bond proceeds and other money (including investment earnings) credited to the Construction Fund for the financing of capital improvements to the Airport; (iv) any interest earnings or other gain from investment of moneys or securities in any escrow or similar account pledged to the payment of any obligations therein specified in connection with the issuance of Refunding Bonds or the defeasance of any Series of General Revenue Bonds in accordance with Section 1201 hereof; (v) any consideration received by the City upon transfer of the Airport pursuant to Section 808.E hereof; (vi) interest income on, and any profit realized from, the investment of moneys in (a) the Construction Fund or any other construction fund funded from proceeds of General Revenue Bonds or (b) the Debt Service Account, the Common Debt Service Reserve Account or any Series Debt Service Reserve Account if and to the extent there is any deficiency therein; (vii) any PFCs or similar charge levied by or

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on behalf of the Airport against passengers or cargo, including any income or earnings thereon; (viii) insurance proceeds which are not deemed to be GARB Revenues in accordance with generally accepted accounting principles (other than insurance proceeds that provide for lost revenue to the Airport for business interruption or business loss); (ix) the proceeds of any condemnation or eminent domain award; (x) the proceeds of any sale of land, buildings or equipment; (xi) any money received by or for the account of the Airport from the levy of taxes upon any property in the City; (xii) amounts payable to the City under an Interest Rate Exchange Agreement unless and to the extent designated as GARB Revenues by the City in an Issuing Instrument; (xiii) any Released Revenues meeting the requirements of Section 307 hereof; (xiv) any CFC Revenues, including any income or earnings thereon; and (xv) any amounts on deposit in the Coverage Fund.

"General Revenue Bonds" means Bonds secured by a lien on GARB Revenues, including the Bonds outstanding under the Second Restated Indenture on the Transition Date. The term General Revenue Bonds includes Senior General Revenue Bonds and Subordinated General Revenue Bonds.

"Government Securities" means any securities described in clause (i) and (vii) of the definition of "Investment Securities."

"Indenture" means, on and after the Transition Date, this Third Restated Indenture, as the same may from time to time be amended or supplemented by a Supplemental Indenture in accordance with the terms hereof.

"Independent" means, when used with respect to any specified firm or individual, such a firm or individual who (i) does not have any direct financial interest or any material indirect financial interest in the operations of the City, other than the payment to be received under a contract for services to be performed, and (ii) is not connected with the City as an officer or employee.

"Insurance Consultant" means an Independent insurance consultant or other expert (and may include the Airport Consultant) having expert knowledge and skill with respect to the scope and amounts of insurance coverages appropriate for airport facilities similar to the Airport.

"Interest Rate Exchange Agreement" means and includes any financial arrangement (i) that is entered into by the City with an entity that is a Counterparty; (ii) which provides that the City shall pay to such Counterparty an amount based either on the principal amount or the notional amount equal to the principal amount of all or a portion of a Series of Bonds, and that such Counterparty shall pay to the City an amount based on the principal amount of such Series of Bonds, in each case computed in accordance with a formula set forth in such Interest Rate Exchange Agreement, or that one shall pay to the other any net amount due under such arrangement, or that the City shall be paid by the Counterparty an amount, based either on the principal amount or a notional amount equal to the principal amount of all or any portion of the Variable Rate Bonds of such Series, if the interest rate on such Series of Variable Rate Bonds exceeds a previously agreed upon rate, and/or the City shall pay to the Counterparty an amount, based on a notional amount equal to the principal amount of all or any portion of the Variable Rate Bonds of such Series, if the interest rate on such Series of Variable Rate Bonds is less than a

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previously agreed upon rate; (iii) which has been designated in writing to the Trustee by an Authorized Representative of the City as an Interest Rate Exchange Agreement with respect to a Series of Bonds and (iv) which, in the opinion of Bond Counsel, will not adversely affect the exclusion of interest on any Outstanding Tax Exempt Bonds from gross income for the purposes of federal income taxation.

"Investment Company Act" means the Investment Company Act of 1940, as amended.

"Investment Securities" means and includes, unless otherwise specified in an Issuing Instrument, any of the following obligations, to the extent the same are at the time legal for investment of funds of the City, or under other applicable law: (i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or the full and timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, including obligations of any federal agency to the extent the full and timely payment of the principal of and interest on such obligations are unconditionally guaranteed by the United States of America; (ii) senior debt obligations and mortgage-backed securities issued by Export-Import Bank of the United States, FNMA (excluding stripped mortgage securities which are purchased at prices exceeding their principal amount), FHLMC (excluding stripped mortgage securities which are purchased at prices exceeding their principal amount), Federal Housing Administration, Private Export Funding Corporation, Federal Farm Credit System and senior debt obligations and letter of credit-backed issues issued by the Student Loan Marketing Association; (iii) time deposits, certificates of deposit or any other deposit with a bank, trust company, national banking association, savings bank, federal mutual savings bank, savings and loan association, federal savings and loan association or any other institution chartered or licensed by any state or the U.S. Comptroller of the Currency to accept deposits in such state ("deposits" meaning obligations evidencing deposit liability which rank at least on a parity with the claims of general creditors in liquidation), which are (a) fully secured by direct obligations of the United States having a market value (exclusive of accrued interest) which will meet the over-collateralization levels and meet the criteria required by each Rating Agency to maintain the rating on the Bonds or (b) secured to the extent, if any, required by each Rating Agency and made with an institution whose debt securities are rated at least equal to the then current rating on the Bonds (or equivalent rating of short-term obligations if the investment is for a period not exceeding one year) by each such Rating Agency; (iv) repurchase agreements backed by or related to obligations described in (i) or (ii) above with any institution which will not adversely affect the then current rating on the Bonds by each Rating Agency; (v) investment agreements, secured or unsecured as required by each Rating Agency, with any institution which will not adversely affect the then current rating on the Bonds by each such Rating Agency; (vi) if rated at a level which will not adversely affect the then current rating on the Bonds by each Rating Agency, direct and general obligations of or obligations guaranteed by any state or possession of the United States or the District of Columbia, to the payment of the principal of and interest on which the full faith and credit of such state, possession or District of Columbia is pledged; (vii) pre-refunded municipal obligations rated in the highest rating category by each Rating Agency and meeting the following conditions (a) such obligations are: (A) not subject to redemption prior to maturity or the Trustee has been given irrevocable instructions concerning their calling and redemption, and (B) the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions, (b) such obligations are secured by Investment Securities described in clause (i) above that may be applied only to interest, principal and premium payments of such obligations and (c)

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the principal of and interest on such Investment Securities described in clause (i) above (plus any cash in the escrow fund with respect to such pre-refunded obligations) are sufficient to meet the liabilities of the obligations; (viii) interest-bearing notes issued by a bank having combined capital and surplus of at least \$500,000,000 whose senior debt is rated in the highest rating category by each Rating Agency; (ix) tax-exempt or taxable municipal bond obligations issued by any state, municipality, or other governmental unit (including general obligation bonds, revenue bond obligations, tax allocation bonds, certificates of participation, and pre-refunded or escrowed-to-maturity obligations, provided that any such pre-refunded or escrowed-to-maturity obligation has an escrow redemption date occurring prior to its stated final maturity) rated at a minimum rating of "AA" by at least one Rating Agency; or shares of a diversified open-end management investment company, as defined in the Investment Company Act, which invests exclusively in obligations described in this clause (ix) and which is rated in the highest rating category by each Rating Agency; (x) money market funds registered under the Investment Company Act or shares of a diversified open-end management investment company, as defined in the 1940 Act, whose shares are registered under the Securities Act of 1933, as amended, which invests only in securities of the type described in clause (i) or (ii) above and having the highest possible rating from each Rating Agency; (xi) Eurodollar time deposits issued by a bank with a deposit rating in one of the two highest short-term deposit rating categories by each Rating Agency; (xii) long-term or medium-term corporate debt that is rated in one of the three highest rating category with (A-/A3/A-) the lowest by at least two Rating Agencies; (xiii) short term corporate debt that is rated at least (A-/A3/A-) including commercial paper which is rated in the highest short term category (A1/P1/F1) by at least two Rating Agencies; and (xiv) public housing bonds issued by public agencies which are either (a) fully guaranteed by the United States of America, or (b) temporary notes, preliminary loan notes or project notes secured by a requisition or payment agreement with the United States of America, or (c) state or public agency or municipality obligations rated in the highest rating category by each Rating Agency; provided that it is expressly understood that the definition of Investment Securities shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Third Restated Indenture, thus permitting investments with different characteristics from those permitted which the City deems from time to time to be in the interest of the City to include as Investment Securities, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current rating on the Bonds. Investment Securities must be limited to those instruments that have a predetermined fixed dollar amount of principal due at maturity that cannot vary or change, and if the obligation is rated, it should not have an "r" highlighter affixed to its rating.

"Issuing Instrument" means, with respect to a Series of Bonds or Special Facilities Indebtedness, the Supplemental Indenture, trust agreement, loan agreement, lease, installment purchase agreement, revolving or line of credit agreement, or other instrument or agreement pursuant to which such Bonds or Special Facilities Indebtedness are issued or incurred.

"Kroll" means Kroll Bond Rating Agency, Inc. and its successors and assigns, and, if Kroll Bond Rating Agency, Inc. shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, "Kroll" shall be deemed to refer to any nationally recognized statistical rating organization designated by the City.

"Line of Credit Indebtedness" means the City's obligations to a Credit Facility Provider to repay principal of and interest on drawings on a Credit Facility constituting a line of credit or

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similar facility, and other amounts due thereunder, pursuant to the terms of the Issuing Instrument between the City and the Credit Facility Provider.

"Liquidity Facility" shall mean a letter of credit, policy of insurance, surety bond, guaranty, standby bond purchase agreement, credit agreement or similar facility in which the Liquidity Facility Provider agrees to provide funds to pay the purchase price of, or agrees to purchase the corresponding Bonds upon their tender by the Owners thereof. The term "Liquidity Facility" shall not include a Credit Facility or a Reserve Account Facility.

"Liquidity Facility Provider" shall mean the provider of a Liquidity Facility, if any, with respect to any Series of Bonds.

"Master Junior Lien Indenture" shall mean that certain Master Indenture of Trust (Junior Lien) dated as of February 1, 2025 between the City and the Trustee, providing for the issuance of debt obligations of the City, subordinate to the lien created by this Third Restated Indenture, as amended and supplemented by that certain Junior Lien First Supplemental Indenture dated as of February 1, 2025 between the City and the Trustee, authorizing, among other things, the execution and delivery of that certain Revolving Credit Agreement between the City and PNC Bank, National Association providing for a revolving credit facility in the maximum aggregate principal amount of \$225,000,000 available to the City, and as may be further amended and supplemented from time to time.

"Mayor" means Mayor of the City.

"Moody's" means Moody's Investors Service, Inc. and its successors and assigns, and, if Moody's Investors Service, Inc. shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, "Moody's" shall be deemed to refer to any nationally recognized statistical rating organization designated by the City.

"Net Revenues" means Revenues less Operation and Maintenance Expenses.

"Notes" means Bonds issued which have a maturity of one year or less from their date of original issuance and which are not part of a Commercial Paper Program.

"Operation and Maintenance Expenses" means the City's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Airport, including, without limitation, a reasonable reserve for uncollectible Revenues as established from time to time by the City in its sole discretion, and shall include, without limitation, administrative and overhead expenses, insurance premiums, deposits for self-insurance, legal, engineering, consulting, accounting or other professional service expenses, union contributions, payments to pension, retirement, group life insurance, health and hospitalization funds, or other employee benefit funds, costs of rentals of equipment or other personal property, costs of rentals of real property, costs incurred in collecting and attempting to collect any sums due to the City in connection with the operation and/or maintenance of the Airport, and any other expenses required to be paid by the City under the provisions of the Indenture or by laws or consistent with standard practices for airports similar to the properties and business of the Airport and applicable in the circumstances, including, without limitation, an allocable share of administrative personnel costs

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incurred by the City at locations other than the Airport in connection with the operations of the Airport, amounts due in respect of fees and expenses under any agreement with respect to a Credit Facility, Liquidity Facility or Reserve Account Facility, and the expenses, liabilities and compensation of the Fiduciaries required to be paid under the Indenture, all to the extent properly attributable to the Airport. "Operation and Maintenance Expenses" shall not include any capital development cost, any allowance for depreciation or any operation or maintenance costs for Special Facilities where the lessee is obligated under the applicable Special Facilities lease to pay such expenses.

"Operation and Maintenance Fund" means the Airport Operation and Maintenance Fund established by Section 502 hereof.

"Option Bonds" means Bonds which by their terms may be tendered for payment by and at the option of the Owners thereof prior to the stated maturity thereof, or the maturities of which may be extended at the option of the Owners thereof.

"Outstanding" or "outstanding", when used with reference to Bonds, means, as of a particular date, all Bonds that have been or are being on such date authenticated (if necessary) and delivered under the Indenture (including all drawn and unpaid Line of Credit Indebtedness) except (i) any Bond canceled by the Trustee or delivered to the Trustee for cancellation on or before said date, (ii) any Bond (or portion of Bonds) for the payment or redemption of which moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall have theretofore been deposited with an Authorized Depository, acting as an escrow agent, in trust (whether upon or prior to maturity or the redemption date of such Bond) and, except in the case of a Bond to be paid at maturity, of which notice of redemption shall have been given or provided for in accordance with Article VI hereof or provisions satisfactory to the Trustee shall have been made for the giving of such notice, (iii) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to Article IV or Section 606 hereof, (iv) Repayment Obligations deemed to be Bonds under Section 306 hereof and (v) any Bond deemed to have been paid as provided in Section 1201.B hereof; provided, however, that any Outstanding Bonds held by or on behalf of the City shall not be deemed to be Outstanding for purposes of determining Bondholder consent or direction under Article IX or Article XI hereof.

"Paying Agent" or "Paying Agents" means the Trustee or any other bank or banks or trust company or trust companies designated by the City as paying agent for the Bonds of any Series, and its successor or successors hereafter appointed in the manner provided in the Indenture.

"PFC Account" means the Airport PFC Account established by Section 502 hereof.

"PFC Act" means the Aviation Safety and Capacity Expansion Act of 1990, 49 U.S.C. § 40117, as amended from time to time.

"PFC Eligible Debt Service" means, for any PFC Year, the Debt Service on Bonds the proceeds of which were used to finance PFC Eligible Projects.

"PFC Eligible Projects" means any projects that (i) are approved by the FAA for the imposition or use of PFC Revenues and (ii) are designated by the City as "PFC Eligible Projects"

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pursuant to an Issuing Instrument for the purpose of including the Debt Service thereon in the definition of PFC Eligible Debt Service.

"PFC Revenues" means the PFCs remitted to the City as a result of enplanements at the Airport, including any interest earned thereon.

"PFCs" means the passenger facility charges imposed by and collected on behalf of the Airport from time to time pursuant to the authority granted by the PFC Act, the regulations thereunder and any record of decision of the FAA relating to passenger facility charges, net of amounts that collecting air carriers are entitled to retain for collecting, handling and remitting such passenger facility charge revenues.

"PFC Year" means each one-year period from July 1 of a calendar year through and including June 30 of the succeeding calendar year.

"Pledged Funds" means, except as otherwise expressly provided in the Issuing Instrument for a Series of Bonds, (i) the proceeds of sale of the Bonds; (ii) Net Revenues; (iii) the Funds and Accounts specified in Section 502 hereof, including the investments, if any, thereof, excluding (a) amounts in the Revenue Fund required to be used to pay Operation and Maintenance Expenses and (b) any amounts required in the Indenture to be set aside pending, or used for, rebate to the United States government pursuant to Section 148(f) of the Code, including, but not limited to, amounts in the Rebate Fund; (iv) all other property of every name and nature from time to time hereafter mortgaged, pledged or hypothecated as and for additional security hereunder by the City, or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive all such property at any time and to hold and apply the same subject to the terms hereof; and (v) all proceeds of any of the foregoing.

"Pledged PFC Revenues" means the portion of PFC Revenues that has been irrevocably pledged to the payment of a Series of Bonds or Special Facilities Indebtedness pursuant to the terms, and subject to the qualifications, of any Issuing Instrument authorizing the issuance of such Series of Bonds or Special Facilities Indebtedness and designating a PFC Eligible Project or PFC Eligible Debt Service, all in accordance with the provisions of Section 517 hereof.

"Principal Installment" means, as of the date of calculation and with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in Section 510.E hereof) of any Sinking Fund Installments due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amounts of Bonds and of such unsatisfied balances of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any.

"Rating Agency" or "Rating Agencies" means, with respect to the Bonds or any Series of Bonds, any one or more of Moody's, S&P, Fitch and Kroll, to the extent that any of such rating services has issued a credit rating on any particular Series of Bonds at the request of the City which

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is in effect at the time in question or, upon discontinuance of any of such rating services, such other nationally recognized rating service or services, if any, which has issued a credit rating on the Bonds at the request of the City and such credit rating is in effect at the time in question.

"Rebate Amount" means the amount required to be paid to the United States under Section 148(f) of the Code.

"Rebate Fund" means the Airport Arbitrage Rebate Fund established by Section 502 hereof.

"Redemption Price" means, with respect to any Bond, the amount payable upon redemption thereof pursuant to such Bond or the Indenture, including any applicable premium.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 305 hereof, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article IV or Section 606 hereof.

"Released Revenues" means separable categories or portions of Revenues which would otherwise constitute GARB Revenues, but have met the requirements set forth in Section 307 hereof and therefore do not constitute a part of Revenues, unless and until the City has acted to include such categories of Revenues within Revenues again.

"Renewal and Replacement Fund" means the Airport Renewal and Replacement Fund established by Section 502 hereof.

"Renewal and Replacement Fund Requirement" means an amount to be maintained in the Airport Renewal and Replacement Fund equal to not less than Three Million Five Hundred Thousand Dollars (\$3,500,000) or such greater amount as the City may determine from time to time.

"Rental Automobile Concession Agreement" means collectively, those certain agreements as in effect from time to time, by and between the City and the Rental Car Companies named therein for the operation of rental automobile activities at the Airport, and all supplements, amendments and modifications thereto.

"Rental Car Company" or "Rental Car Companies" means individually or collectively, the rental car company or companies that operate under a Rental Automobile Concession Agreement at the Airport.

"Repayment Obligations" means the obligation of the City to directly reimburse any Credit Facility Provider for amounts paid under a Credit Facility or any Reserve Account Facility Provider for amounts paid under a Reserve Account Facility, whether or not such obligation to so reimburse is evidenced by a promissory note or other similar instrument, all pursuant to the provisions of Section 306 hereof. The term "Repayment Obligations" includes obligations pursuant to a written agreement between the City and a Credit Facility Provider pursuant to which a Credit Facility is issued, either to make payments for interest based on levels of, or changes or differences in, interest rates, currency exchange rates, or stock or other indices, in return for the

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Credit Facility Provider's fixed obligations under the Credit Facility or to make fixed payments for interest in return for the Credit Facility Provider's payments based on such variables.

"Reserve Account Facility" means an irrevocable letter of credit, insurance policy, line of credit, surety bond, or similar obligation, arrangement or instrument issued to satisfy, in whole or in part, the City's deposit requirements under the Indenture with respect to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account established with respect to a particular Series of General Revenue Bonds issued by a Reserve Account Facility Provider, which meets the applicable requirements set forth in the definition of Debt Service Reserve Requirement and Section 507 hereof, and which is acceptable in form and substance to each Credit Facility Provider, if any, with a Credit Facility then in effect with respect to any Outstanding General Revenue Bonds secured by such Account, together with any substitute or replacement therefor, if any, and related reimbursement obligation, if any, complying with the provisions of the Indenture, thereby fulfilling all or a portion of the amounts required to be on deposit in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account. The term "Reserve Account Facility" shall not include a Liquidity Facility or a Credit Facility.

"Reserve Account Facility Provider" means the provider of a Reserve Account Facility who meets the applicable requirements set forth in the definition of Debt Service Reserve Requirement and Section 507 hereof. Except as otherwise provided in a Supplemental Indenture, any such Reserve Account Facility Provider shall be rated, at the time such Reserve Account Facility is provided, in one of the three highest long-term rating categories by one or more Rating Agencies.

"Revenue Fund" means the Airport Revenue Fund established by Section 502 hereof.

"Revenues" means, collectively, GARB Revenues, Pledged PFC Revenues and any other available moneys deposited in the Revenue Fund. The terms "Revenues" and "GARB Revenues" shall not include amounts on deposit in the Coverage Fund.

"S&P" means Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc., or any successor thereto, and, if Standard & Poor's Ratings Services shall for any reason no longer perform the functions of a nationally recognized statistical rating organization, "S&P" shall be deemed to refer to any nationally recognized statistical rating organization designated by the City.

"Senior General Revenue Bonds" means General Revenue Bonds (other than Bonds identified in an Issuing Instrument as Subordinated General Revenue Bonds) issued pursuant to Article III hereof and secured on a priority basis by the Pledged Funds.

"Series" means any portion of the Bonds of an issue authenticated and delivered in a single transaction, payable from an identical source of revenue and identified pursuant to the Issuing Instrument authorizing such Bonds as a separate Series of Bonds, regardless of variations in form, maturity, interest rate, Sinking Fund Installments or other provisions, and any Bonds thereafter authenticated and delivered in lieu of or in substitution of a Series of Bonds issued pursuant to the Indenture.

"Series Debt Service Reserve Account" means an Account or Accounts (other than the Common Debt Service Reserve Account) created by the City pursuant to the applicable Issuing

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Instrument in connection with the issuance of any Series of Bonds which is not secured by the Common Debt Service Reserve Account and that is secured by the amounts set forth in such Issuing Instrument to be funded for the purpose of providing additional security for such Series of Bonds.

"Short Term Indebtedness" means General Revenue Bonds issued as Commercial Paper, Line of Credit Indebtedness, or Notes or, to the extent provided in Section 306 hereof, a Repayment Obligation.

"Sinking Fund Installment" means an amount so designated which is established pursuant to Section 302.A(2)(h) hereof.

"Special Facilities" means those certain capital improvements or facilities designated as such by the City pursuant to Section 820 hereof.

"Special Facilities Indebtedness" means any indebtedness, including Bonds, issued by the City or any other public entity or public instrumentality to finance Special Facilities in accordance with Section 820 hereof.

"State" means the State of Missouri.

"Subordinated General Revenue Bonds" means General Revenue Bonds issued pursuant to Section 513 hereof and secured on a subordinated basis by all or a portion of the Pledged Funds or as otherwise provided in the Issuing Instrument authorizing each such Series of General Revenue Bonds. The term Subordinated General Revenue Bonds includes all obligations issued pursuant to the Master Junior Lien Indenture.

"Supplemental Indenture" means any indenture of the City amending or supplementing this Third Restated Indenture adopted and becoming effective in accordance with the terms of Article XI hereof.

"Tax Certificate" means, with respect to a Series of Bonds, the tax certificate as to arbitrage and other provisions of Sections 141-150 of the Code, or any similar tax compliance agreement, of the City to evidence compliance with the provisions of Sections 141 through 150 of the Code.

"Taxable Bonds" means Bonds or Special Facilities Indebtedness which states, in the body thereof, that the interest income thereon is includable in the gross income of the Holder thereof for federal income tax purposes or that such interest is subject to federal income tax.

"Tax Exempt Bonds" means Bonds or Special Facilities Indebtedness the interest on which is intended at the time of their original issuance to be exempt from federal income taxation or excluded from gross income of the Holders thereof for federal income tax purposes under the Code.

"Tender Bonds" means any General Revenue Bonds or portions of General Revenue Bonds a feature of which is an obligation on the part of the Bondholders, under the terms of such General Revenue Bonds, to tender all or a portion of such General Revenue Bonds to the City, the Trustee, the Paying Agent or other Fiduciary or agent or Credit Facility Provider, Liquidity Facility

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Provider or Reserve Account Facility Provider for payment or purchase and requiring that such General Revenue Bonds or portions of General Revenue Bonds be purchased if properly presented.

"Third Restated Indenture" means this Third Amended and Restated Indenture of Trust between the City and the Trustee.

"Transfer Amount" means the lesser of (i) the amount on deposit in the Coverage Fund on the last day of the Fiscal Year, to the extent such amounts are not then required to meet a deficiency as required by Section 516.C hereof, and any payments into the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, or (ii) the Coverage Amount.

"Transition Date" means the date the City files a notice to Bondholders stating in substance that the requisite consents of Holders of General Revenue Bonds have been received and all other applicable actions required under the Second Restated Indenture to make this Third Restated Indenture effective have occurred or are deemed to have occurred.

"Treasurer" means the Treasurer of the City.

"Trust Indenture Act" means the Trust Indenture Act of 1939, as amended from time to time.

"Trustee" means UMB Bank, N.A., as successor to Mercantile Trust Company National Association, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Indenture.

"Variable Rate Bond" means any General Revenue Bond issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage at the date of issue for the entire term thereof, excluding any Commercial Paper or Balloon Indebtedness.

Section 102. Interpretation.

Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation of the Indenture:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.
- (c) All references herein to particular articles or sections are references to articles or sections of the Indenture.
- (d) The headings herein are solely for convenience of reference and shall not constitute a part of the Indenture nor shall they affect its meaning, construction or effect.
- (e) The Indenture shall be construed for the benefit of the City to the extent not inconsistent with the rights of the Trustee and the Bondholders.

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(f) The word "person" shall include corporations, limited liability companies, partnerships and associations, including public bodies, as well as natural persons.

(g) The words "herein," "hereby," "hereunder," "hereof," "hereinafter" and other equivalent words refer to the Indenture and not solely to the particular portion thereof in which any such word is used.

(h) Any percentage of Bonds specified herein for any purpose, is to be calculated on the unpaid principal amount thereof then Outstanding.

Section 103. Indenture to Constitute Contract.

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, the Indenture shall be deemed to be and shall constitute a contract between the City and the Owners from time to time of the Bonds and a security agreement under the Missouri Uniform Commercial Code. The pledge and assignment made in the Indenture and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Owners of any and all of the Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or permitted by the Indenture.

ARTICLE II

RESERVED

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS GENERALLY

Section 301. Authorization of Bonds Generally.

A. This Third Restated Indenture authorizes the issuance of Bonds of the City to be designated as "Airport Revenue [Bonds][Notes][Commercial Paper Notes][Bank Notes][Obligations][Bank Obligations]" or "Special Facilities [Bonds][Notes][Commercial Paper Notes][Bank Notes][Obligations][Bank Obligations]" or such other or further designation as may be specified in the applicable Issuing Instrument pursuant to which such Series of Bonds are being specifically authorized and may be issued in one or more Series as hereinafter provided. The aggregate principal amount of Bonds which may be executed, authenticated and delivered under this Third Restated Indenture is not limited except as is or may hereafter be provided in this Third Restated Indenture or as limited by law. The City hereby authorizes the issuance of Variable Rate Bonds, Balloon Bonds, Tender Bonds and Option Bonds in addition to fixed rate Bonds pursuant to the Indenture on such terms as shall be provided in the applicable Issuing Instrument authorizing a Series of Bonds. The Bonds shall be in such amounts, if any, of serial and/or term Bonds and in the form of Variable Rate Bonds, Balloon Bonds, Tender Bonds or Option Bonds or such other form of Bonds or notes, including, without limitation, notes issued under a Commercial Paper

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Program, which may be marketable from time to time, or any combination thereof, as the City may determine. The City hereby authorizes the issuance of Special Facility Indebtedness or other indebtedness issued for Airport purposes pursuant to the Indenture on such terms as shall be provided in the applicable Issuing Instrument authorizing such Special Facility Indebtedness or other indebtedness.

B. The Bonds, Special Facility Indebtedness or other indebtedness issued hereunder are issued pursuant to the authority of Section 27 of Article VI of the Missouri Constitution, as amended, the laws of the State, including Chapter 108, Revised Statutes of Missouri, as amended, and the Charter. The Bonds shall be payable from the Pledged Funds and/or such other funds pledged therefor as shall be provided in the Issuing Instrument authorizing each such Series of Bonds and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment thereof, as to principal, premium or interest. The Special Facility Indebtedness or other indebtedness shall be payable from the funds pledged therefor as shall be provided in the Issuing Instrument authorizing each such Series of Special Facility Indebtedness or other indebtedness and shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and the taxing power of the City is not pledged to the payment thereof, as to principal, premium or interest.

C. The Bonds, Special Facility Indebtedness or other indebtedness may, if and when authorized by the City pursuant to the Indenture or one or more Issuing Instruments, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds, Special Facility Indebtedness or other indebtedness of any particular Series as the City may determine and as may be necessary to distinguish such Bonds, Special Facility Indebtedness or other indebtedness from the Bonds, Special Facility Indebtedness or other indebtedness of any other Series. Each Bond, Special Facility Indebtedness or other indebtedness shall bear upon its face the designation so determined for the Series to which it belongs.

Section 302. General Provisions for Issuance of Bonds and Special Facilities Indebtedness.

A. All the Bonds of each Series shall be executed by the City for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the City or upon its order, but only upon the receipt by the Trustee of:

(1) A written order as to the delivery of such Bonds, signed by an Authorized Representative of the City;

(2) A copy or copies of the applicable Issuing Instrument authorizing such Series of Bonds and determining the terms and details thereof, certified by an Authorized Representative of the City which shall specify:

(a) The authorized maximum principal amount, designation and Series of such Bonds and whether such Bonds are being issued as Senior General Revenue Bonds or Subordinated General Revenue Bonds;

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(b) The purpose or purposes for which such Series of Bonds is being issued, the use of proceeds of such Bonds not inconsistent with the Indenture, and the Funds and Accounts therein established under the Indenture or additional Funds or Accounts subsequently established thereunder to which such proceeds or other funds shall be deposited;

(c) The date, and the maturity date or dates, of the Bonds of such Series, provided that each maturity date shall fall upon July 1;

(d) Except as provided in Sections 302.C. or 302.D. below, the interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, and the interest payment dates therefor, which shall be January 1 and July 1 provided that the interest rate shall be identical for all such Bonds of such Series of like maturity;

(e) The denominations of, and the manner of dating, numbering and lettering, the Bonds of such Series, provided that such Bonds shall be in denominations of \$5,000 or any integral multiple thereof as authorized by such Issuing Instrument;

(f) The Paying Agent or Paying Agents and the place or places of payment of the principal of, redemption premium, if any, and interest on the Bonds of such Series and any Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider to be appointed in connection with the issuance of such Bonds and the authority to execute agreements relating to the functions to be performed by any such person, to the extent applicable to any of such Bonds;

(g) The Redemption Price or Prices, if any, and subject to Article VI hereof, the redemption terms for the Bonds of such Series; provided that if such Bonds shall be redeemable by application of any Sinking Fund Installment within the period during which such Sinking Fund Installment (as a Principal Installment) shall be deemed to accrue in accordance with the definition of Debt Service, the sinking fund Redemption Price applicable within such period shall be the same as that applicable on the due date of such Sinking Fund Installment;

(h) The amount and due date of each Sinking Fund Installment, if any, for Bonds of like maturity of such Series, provided that each Sinking Fund Installment due date shall fall upon an interest payment date for such Bonds;

(i) If so determined by the City, the provisions for the sale of the Bonds of such Series;

(j) Provisions providing for the form or forms of the Bonds of such Series and of the Trustee's certificate of authentication; and

(k) The provisions for the applications of proceeds of such Series of Bonds;

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(l) The Debt Service Reserve Requirement, if any, with respect to such Series of Bonds and the amount of Reserve Account Facility, if any, to be deposited in or credited to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account with respect to such Series of Bonds and any other terms with respect to the funding of such Debt Service Reserve Requirement;

(m) Whether such Bonds shall be issued as serial or term Bonds, or a combination of the foregoing and whether such Bonds shall be in the form of Variable Rate Bonds, Balloon Bonds, Tender Bonds, Option Bonds or any other form of Bond which may become marketable from time to time, or any combination of such forms as determined by the City;

(n) Whether and to what extent PFC Revenues or any State and/or federal grants or other moneys and to what extent any other Revenues will be pledged to secure and be irrevocably committed to be used to pay principal of, premium, if any, and/or interest on such Series of Bonds;

(o) Any other matters deemed appropriate or necessary by the City and not inconsistent with the provisions of the Indenture and the Charter.

(3) To the extent a Series of General Revenue Bonds is secured by the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, the amount, if any, necessary for deposit in the Common Debt Service Reserve Account or such Series Debt Service Reserve Account (whether from proceeds of such Series of General Revenue Bonds, other available funds of the City held pursuant to the Indenture or otherwise); provided, however, that after depositing such amount in the Common Debt Service Reserve Account or such Series Debt Service Reserve Account, the amount on deposit in such Account shall in no event be less than the applicable Debt Service Reserve Requirement;

(4) Except in the case of Subordinated General Revenue Bonds, the certificate of an Authorized Representative of the City or other Consultant's certificate required by Section 304 hereof;

(5) Except in the case of Refunding Bonds issued for the purpose of refunding Outstanding Bonds, a certificate executed by an Authorized Representative of the City stating that the City is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture;

(6) An opinion of Bond Counsel to the effect that (i) the City has the right and power under the Missouri Constitution, the laws of the State and the Charter to execute, deliver and perform its obligations under the Indenture, and the Indenture has been duly and lawfully executed and delivered by the City, is in full force and effect and is valid and binding upon the City, and is enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by judicial discretion, the valid exercise of the sovereign police powers of the City and the State and the constitutional powers of the United States of America, and any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and no other authorization for the Indenture

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is required; (ii) the Indenture creates the valid pledge which it purports to create of the moneys, securities and funds held or set aside under the Indenture and of all Pledged Funds, subject to the application thereof to the purposes and on the conditions permitted by the Indenture or the applicable Issuing Instrument; and (iii) the Bonds of such Series are valid and binding limited obligations of the City as provided in the Indenture, and are enforceable in accordance with their terms and the terms of the Indenture (except insofar as the enforcement thereof may be limited by judicial discretion, the valid exercise of the sovereign police powers of the City and the State and the constitutional powers of the United States of America, and any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and are entitled to the benefits of the Indenture, and such Bonds have been duly and validly authorized and issued in accordance with the Missouri Constitution, the laws of the State and the Charter and in accordance with the Indenture;

(7) A copy of the ordinance adopted by the City authorizing the execution and delivery of the applicable Issuing Instrument with respect to such Series of Bonds, certified by an Authorized Representative of the City; and

(8) Such further documents, moneys and securities as are required by the provisions of Sections 303 or 305 hereof or Article XI hereof or any applicable Issuing Instrument.

B. All the Bonds of such Series of like maturity shall be identical in all respects, except as to denominations, numbers and letters. After the original issuance of Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article IV or Section 606 hereof.

C. Notwithstanding anything in this Section 302 to the contrary, with respect to Bonds of each Series which bear interest at a rate fixed to maturity, an Issuing Instrument may specify the interest payment date or dates, which dates may vary within each Series of Bonds, the record dates, the interest rate or rates (including Bonds issued at a premium or at a discount from par to the extent permitted under the laws of the State), which interest rate may vary within each maturity and within each Series of Bonds, the date of maturity for such Bonds, the authorized denominations thereof, the provisions regarding optional and mandatory redemption of Bonds, provisions for deposits to be made into the Common Debt Service Reserve Account, if any, or any Series Debt Service Reserve Account, in whole or periodically over time, and dated dates for a Series of Bonds and such other related provisions as may be set forth in such Issuing Instrument.

D. Notwithstanding anything in this Section 302 to the contrary, with respect to Variable Rate Bonds, an Issuing Instrument may specify the interest payment dates, the record dates, the interest rate determination date, the date for maturity of such bonds, record dates, dated dates for a Series of Bonds, the authorized denominations thereof, the manner of determining such rate or rates, the interest rate mode or modes, the provisions with respect to conversion from one interest rate mode to an alternative interest rate mode, and provisions regarding optional and mandatory tender of Bonds for purchase and such other related provision as may be set forth in such Issuing Instrument.

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E. All Special Facilities Indebtedness or other indebtedness of each Series shall be executed by the City for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the City or upon its order, but only upon the receipt by the Trustee of such documents specified in the Issuing Instrument authorizing such Special Facilities Indebtedness or other indebtedness.

Section 303. Purposes of Bonds or Special Facilities Indebtedness.

A. Bonds entitled to the benefit, protection and security of the Indenture are hereby authorized to be issued in one or more Series from time to time for the purpose of financing, together with the other funds available for such purpose, the Cost of Construction of Additional Projects, refunding the principal and/or interest components of any Outstanding Bonds, Special Facilities Indebtedness or other indebtedness issued for Airport purposes, funding any Funds or Accounts established pursuant to the Indenture or any combination of the foregoing. Except as set forth in the applicable Issuing Instrument authorizing such Bonds, each such Series of Bonds shall be designated as "Airport Revenue Bonds" and shall include such further appropriate designation as the City shall determine to distinguish the Bonds of such Series from the Bonds of all other Series.

Special Facilities Indebtedness or other indebtedness entitled to the benefit, protection and security of the Indenture are hereby authorized to be issued in one or more Series from time to time for the purpose of financing, together with the other funds available for such purpose, Special Facilities or other projects as may be set forth in the applicable Issuing Instrument authorizing such Special Facilities Indebtedness or other indebtedness, refunding the principal and/or interest components of any outstanding Special Facilities Indebtedness or other indebtedness issued for Airport purposes, funding any Funds or Accounts established pursuant to the Indenture or any combination of the foregoing. Except as set forth in the applicable Issuing Instrument authorizing such Special Facilities Indebtedness or other indebtedness, each such Series of Special Facilities Indebtedness or other indebtedness shall be designated as "Special Facilities" and shall include such further appropriate designation as the City shall determine to distinguish the Special Facilities Indebtedness or other indebtedness of such Series from the Special Facilities Indebtedness or other indebtedness of all other Series.

B. The aggregate principal amount of each Series of Bonds, Special Facilities Indebtedness or other indebtedness to be issued, the date of such Bonds, Special Facilities Indebtedness or other indebtedness, the maturity date or dates of such Bonds, Special Facilities Indebtedness or other indebtedness and the principal amount of such Bonds, Special Facilities Indebtedness or other indebtedness maturing on such dates, the dates and amounts of Sinking Fund Installments, if any, on such Bonds, Special Facilities Indebtedness or other indebtedness, the rate or rates of interest on such Bonds, Special Facilities Indebtedness or other indebtedness (not exceeding the legal rate permitted by law), and the dates on and prices at which such Bonds, Special Facilities Indebtedness or other indebtedness may be redeemed prior to maturity shall be set forth herein or in one or more Issuing Instrument.

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Section 304. Conditions Precedent to the Issuance of Bonds.

One or more additional Series of Bonds may be authorized and delivered upon original issuance for the purpose of paying all or a portion of the Cost of Construction of any Additional Project or other Airport facilities and to make the deposits in the Funds and Accounts as set forth in the applicable Issuing Instrument authorizing such additional Series of Bonds, subject to the conditions set forth in this Section 304.

A. A Series of Additional Senior General Revenue Bonds shall be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by Section 302 hereof) of:

(1) either (a) a certificate of an Authorized Representative of the City (which certificate may be based, in whole or in part, upon an Accountant's Certificate) demonstrating that during the most recently completed Fiscal Year or during any twelve (12) consecutive months out of the most recent eighteen (18) consecutive months immediately preceding the date of issuance of such Series of Additional Senior General Revenue Bonds, the Net Revenues for such twelve (12)-month period together with the Transfer Amount for the same time period equaled at least (i) 1.25 times the estimated maximum annual Aggregate Debt Service with respect to all then Outstanding Senior General Revenue Bonds and such Series of Additional Senior General Revenue Bonds proposed to be issued, calculated as if such Series of Additional Senior General Revenue Bonds were then Outstanding and (ii) 1.0 times the maximum annual Aggregate Debt Service with respect to all then Outstanding Subordinated General Revenue Bonds (for purposes of such certificate, the Authorized Representative of the City may take into account unaudited data to the extent that audited data is not available) or (b) a certificate of an Authorized Representative of the City setting forth (i) the estimates of Net Revenues, as set forth in the certificate of the Airport Consultant pursuant to paragraph A(1)(b)(iii) below, for each of the three (3) Fiscal Years following the Fiscal Year in which it is estimated that such Additional Project will be completed together with the Transfer Amount for the same time period, (ii) the estimates of the amounts to be deposited in certain Funds and Accounts from Revenues as set forth in the certificate of the Airport Consultant pursuant to paragraph A(1)(b)(iii) below, for each of the three (3) Fiscal Years following the Fiscal Year in which it is estimated that such Additional Project will be completed, (iii) a certificate of the Airport Consultant setting forth, for each of the three (3) Fiscal Years following the Fiscal Year in which the Consulting Engineers estimate such Additional Project will be completed, estimates of (x) Net Revenues and (y) amounts to be deposited from Revenues into the Common Debt Service Reserve Account, if any, any Series Debt Service Reserve Account, the Renewal and Replacement Fund and the Development Fund; and (iv) the Aggregate Debt Service for each corresponding Fiscal Year, determined after giving effect to the issuance of such Series of Additional Senior General Revenue Bonds and including such Aggregate Debt Service, as estimated by such Authorized Representative of the City, with respect to future Series of Additional Senior General Revenue Bonds, if any, which such Authorized Representative of the City shall estimate (based on the estimate of the Consulting Engineers of the Cost of Construction for such Additional Project) will be required to complete payment of the Cost of Construction of such Additional Project, and demonstrating that the estimated Net Revenues in each of the

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Fiscal Years together with the Transfer Amount for the same time period set forth in A(1)(b)(i) above is at least equal to 1.25 times Aggregate Debt Service for all Outstanding Senior General Revenue Bonds including such Aggregate Debt Service, as estimated by such Authorized Representative of the City, with respect to future Series of Additional Senior General Revenue Bonds plus 1.0 times Aggregate Debt Service on all then Outstanding Subordinated General Revenue Bonds for each corresponding Fiscal Year determined as set forth in A.(1)(b)(iv) above;

(2) A certificate of the Consulting Engineers setting forth (a) the estimated date of completion for the Additional Project for which such Series of Additional Senior General Revenue Bonds is being issued, and (b) an estimate of the Cost of Construction of such Additional Project; and

(3) An opinion of Bond Counsel to the effect that the issuance and sale of such Additional Senior General Revenue Bonds and the application of the proceeds thereof in accordance with the terms of the applicable Issuing Instrument authorizing such Additional Senior General Revenue Bonds will not adversely affect the tax-exempt status of any General Revenue Bonds Outstanding immediately prior to the issuance of such Additional Senior General Revenue Bonds.

B. A Series of Additional Subordinated General Revenue Bonds shall be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by Section 302 hereof) of the certificates and documents, if any, set forth in the Issuing Instrument authorizing the issuance of such Series of Additional Subordinated General Revenue Bonds without regard to any requirements of the Indenture with respect to the issuance of Additional Senior General Revenue Bonds, except as set forth in such Issuing Instrument.

C. A Series of Special Facilities Indebtedness shall be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by Section 302 hereof) of the certificates and documents, if any, set forth in the Issuing Instrument authorizing the issuance of such Series of Special Facilities Indebtedness.

D. A Series of Short Term Indebtedness shall be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by Section 302 hereof) of the certificates and documents, if any, set forth in the Issuing Instrument authorizing the issuance of such Series of Short Term Indebtedness without regard to any requirements of the Indenture with respect to the issuance of Additional Senior General Revenue Bonds, except as set forth in such Issuing Instrument.

The proceeds, including accrued interest, of the Bonds of each Series shall be applied simultaneously with the delivery of such Series of Bonds in accordance with the applicable Issuing Instrument authorizing such Series of Bonds.

Section 305. Conditions Precedent to the Issuance of Refunding Bonds.

One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all or a portion of the principal and/or interest components of (1) any Outstanding General Revenue Bonds, (2) any Special Facilities Indebtedness or (3) any other

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indebtedness issued for Airport purposes subject to the conditions set forth in this Section 305. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the Funds and Accounts required by the provisions of the applicable Issuing Instrument authorizing such Refunding Bonds.

A. Refunding Bonds of each Series issued to refund one or more Series of Outstanding General Revenue Bonds or one or more maturities within a Series shall be authenticated and delivered by the Trustee only upon receipt by it from the City (in addition to the documents and moneys required by Section 302 hereof) of:

(1) Irrevocable instruction to the Trustee, satisfactory to it, to give due notice of redemption of all the General Revenue Bonds to be redeemed, if any, on a redemption date specified in such instructions;

(2) If the General Revenue Bonds to be refunded are not by their terms subject to redemption within the next succeeding sixty (60) days, irrevocable instructions to the Trustee, satisfactory to it, to mail the notice provided for in Section 1201 hereof to the Owners of the General Revenue Bonds being refunded;

(3) Either (a) moneys in an amount sufficient to effect payment at the applicable Redemption Price of the General Revenue Bonds to be refunded, together with accrued interest on such General Revenue Bonds to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the General Revenue Bonds to be refunded, or (b) Government Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Section 1201.B hereof and any moneys required pursuant to said Section 1201.B, which Government Securities and moneys shall be held in trust and used only as provided in such Section;

(4) Either of the following: (a) a certificate of an Authorized Representative of the City setting forth (i) the Aggregate Debt Service for the then current and each future Fiscal Year to and including the Fiscal Year next preceding the date of the latest maturity of any General Revenue Bonds of any Series then Outstanding (X) with respect to the General Revenue Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such Refunding Bonds, and (Y) with respect to the General Revenue Bonds of all Series to be Outstanding immediately thereafter, and (ii) that the Aggregate Debt Service set forth for each Fiscal Year pursuant to (Y) above are no greater than the corresponding amounts set forth for such Fiscal Year pursuant to (X) above; or (b) the certificates required by Section 304.A hereof evidencing that such Series of Refunding Bonds meets one of the tests provided for by Section 304.A hereof considering, for all purposes of such certificate and tests, if such Series of Refunding Bonds is designated as a Series of Additional Senior General Revenue Bonds or (c) the requirements set forth under Section 304.B hereof if such Series of Refunding Bonds is designated as a Series of Additional Subordinated General Revenue Bonds, provided that, for such purpose, the estimated date of completion for the Additional Project(s) being refinanced

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by such Series of Refunding Bonds shall be the later of (i) the date of issuance of such Series of Refunding Bonds or (ii) the then estimated completion date for the Additional Project(s) being refinanced having the latest estimated completion date and

(5) A certificate of an Authorized Representative of the City stating that the City is not in default in the performance of any of the covenants in the Indenture.

The proceeds, including accrued interest, of the Refunding Bonds of each such Series shall be applied simultaneously with the delivery of such Bonds for the purpose of making deposits in such Funds and Accounts under the Indenture as shall be provided in the applicable Issuing Instrument authorizing such General Revenue Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Issuing Instrument.

B. Each Series of Refunding Bonds issued pursuant to clause (2) or (3) of paragraph A above to refund any Special Facilities Indebtedness or any other indebtedness issued for Airport purposes shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 302 hereof) of:

(1) Each of the documents referred to in Section 304.C hereof, provided that in the event that a project for which such Special Facilities Indebtedness or other indebtedness issued for Airport purposes was incurred shall have been completed, the required statement pertaining to the estimate of the completion date thereof shall no longer be applicable;

(2) A certificate of the Trustee then duly appointed or acting under the applicable Issuing Instrument authorizing, evidencing and/or securing such Special Facilities Indebtedness or other indebtedness issued for Airport purposes, or of an Authorized Representative of the City if there shall be no such trustee, that (a) provision has been duly made for the redemption or payment at maturity of such Special Facilities Indebtedness or other indebtedness issued for Airport purposes in accordance with the terms thereof, (b) the pledge, if any, securing such Special Facilities Indebtedness or other indebtedness issued for Airport purposes, and all other rights granted by such indenture, ordinance or instrument, shall have been discharged and satisfied, and (c) such trustee or the paying agents for such Special Facilities Indebtedness or other indebtedness issued for Airport purposes hold in trust the moneys required to effect such redemption or payment;

(3) A certificate of an Authorized Representative of the City stating that the City is not in default in the performance of any of the covenants in the Indenture;

(4) A Counsel's Opinion (which may be an opinion of Bond Counsel) to the effect that all actions required under the Issuing Instrument authorizing, evidencing and/or securing such Special Facilities Indebtedness or other indebtedness issued for Airport purposes to provide for the redemption or payment of such Special Facilities Indebtedness or other indebtedness issued for Airport purposes have been taken; and

(5) A certificate of an Authorized Representative of the City stating that the City is not in default in the performance of any of the covenants in the Indenture.

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The proceeds, including accrued interest, of the Refunding Bonds of each such Series shall be applied simultaneously with the delivery of such Bonds for the purpose of making deposits in such Funds and Accounts under the Indenture as shall be provided in the Issuing Instrument authorizing such Series or determining the terms and details thereof and shall be applied to refund such Special Facilities Indebtedness or other indebtedness issued for Airport purposes, including expenses in connection therewith, in the manner provided in such Issuing Instrument.

Section 306. Repayment Obligations Afforded Status of General Revenue Bonds.

If a Credit Facility Provider or Reserve Account Facility Provider makes payment of principal of and/or interest on a General Revenue Bond or advances funds to purchase or provide for the purchase of General Revenue Bonds and is entitled to reimbursement thereof pursuant to the applicable Issuing Instrument, but is not so reimbursed, the Repayment Obligation under such Issuing Instrument may, if so provided in the applicable Issuing Instrument, be afforded the status of a General Revenue Bond issued under this Article III, and, if afforded such status, the Credit Facility Provider or Reserve Account Facility Provider shall be the Holder of such General Revenue Bond, and such General Revenue Bond shall be deemed to have been issued at the time of the original General Revenue Bond for which the Credit Facility or Reserve Account Facility was provided and will not be subject to the provisions of Sections 302, 304 or 305 hereof; provided, however, the payment terms of the General Revenue Bond held by the Credit Facility Provider or Reserve Account Facility Provider hereunder shall be as follows (unless otherwise provided in the applicable Issuing Instrument pursuant to which the General Revenue Bonds were issued or any other agreement with the Credit Facility Provider or Reserve Account Facility Provider): (a) interest shall be due and payable semiannually and (b) principal shall be due and payable not less frequently than annually and in such annual amounts as to amortize the principal amount thereof in (i) thirty (30) years or, if shorter, (ii)(A) a term extending to the maturity date of the enhanced General Revenue Bonds or (B) if later, the final maturity of the Repayment Obligation under the applicable Issuing Instrument, and providing substantially level annual Debt Service payments, using the rate of interest set forth in the written repayment agreement which would apply to the Repayment Obligation as of the date such amortization schedule is fixed. The principal amortized as provided in the prior sentence shall bear interest in accordance with the terms of the Repayment Obligation. Any amount which comes due on the Repayment Obligation by its terms and which is in excess of the amount treated as principal of and interest on a General Revenue Bond shall be payable from the Pledged Funds or such other funds pledged therefor as shall be provided in the Issuing Instrument authorizing each such Series of General Revenue Bonds on a basis subordinate to the payment of the General Revenue Bonds and any reserve funds established with respect to such General Revenue Bonds. This provision shall not defeat or alter the rights of subrogation which any Credit Facility Provider or Reserve Account Facility Provider may have under law or under the terms of the applicable Issuing Instrument and/or Repayment Obligation. The Trustee may conclusively rely on a written certification by the Credit Facility Provider or Reserve Account Facility Provider of the amount of such non-reimbursement and that such Repayment Obligation is to be afforded the status of General Revenue Bonds under the Indenture.

Section 307. Released Revenues.

A separable category or portion of revenues, income, receipts and money relating to a definable service, facility or program related to the Airport may be withdrawn, removed or

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otherwise excluded from Revenues and thereafter treated as Released Revenues for all purposes, if the following conditions are met:

(i) a written request of the City describing the proposed category or portion of Revenues and requesting that such proposed Revenues be excluded from the pledge and lien of the Indenture on Net Revenues;

(ii) either (a) a Consultant's certificate showing that, based upon reasonable assumptions, projected Net Revenues after the proposed Revenues covered by the request of the Authorized Representative of the City in (i) above are excluded, calculated in accordance with the provisions set forth in Section 304A, hereof for each of the three (3) full Fiscal Years following the Fiscal Year in which such certificate is delivered, will not be less than the greater of (i) the amounts needed to make the required deposits to the Debt Service Account, the Common Debt Service Reserve Account or any Series Debt Service Reserve Account contained therein, any then existing debt service fund or account or debt service reserve fund or account with respect to any Outstanding Subordinated General Revenue Bonds, and the Renewal and Replacement Fund or (ii) an amount not less than one hundred fifty percent (150%) of the average annual Aggregate Debt Service for each Fiscal Year during the remaining term of all General Revenue Bonds that will remain Outstanding after the exclusion of such proposed Revenues (disregarding any General Revenue Bonds that have been or will be paid or discharged); or (b) an Accountant's Certificate to the effect that Net Revenues in the two (2) most recently completed Fiscal Years, after the proposed Revenues covered by the Authorized Representative of the City's request in (i) above are excluded, were not less than the greater of (i) the amounts needed for making the required deposits to the Debt Service Account, the Common Debt Service Reserve Account or any Series Debt Service Reserve Account contained therein, any then existing debt service fund or account or debt service reserve fund or account with respect to any Outstanding Subordinated General Revenue Bonds, and the Renewal and Replacement Fund or (ii) one hundred thirty-five percent (135%) of (A) average annual Aggregate Debt Service on all General Revenue Bonds Outstanding in each such Fiscal Year (disregarding any General Revenue Bonds that have been paid or discharged), plus (B) average annual Aggregate Debt Service with respect to any Additional Senior General Revenue Bonds or Additional Subordinated General Revenue Bonds issued since the completion of such Fiscal Year or proposed to be issued at the time such certificate is delivered;

(iii) an opinion of Bond Counsel to the effect that (a) the conditions set forth herein to the release of such proposed Revenues have been met and (b) the exclusion of such proposed Revenues from the pledge and lien of the Indenture will not, in and of itself, cause the interest on any Outstanding General Revenue Bonds constituting Tax Exempt Bonds to be included in gross income for purposes of federal income taxes;

(iv) written confirmation from each of the Rating Agencies then rating the General Revenue Bonds to the effect that the exclusion of such proposed Revenues from the pledge and lien of the Indenture will not cause a withdrawal of or reduction in any unenhanced rating then assigned to the General Revenue Bonds; and

(v) evidence that notice of such proposed Revenues to be released was given to any applicable Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility

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Provider in respect of any General Revenue Bonds at least thirty (30) days prior to the proposed effective date of the release of such proposed Revenues.

Upon the Trustee's receipt of such documents, the Revenues described in the request of the Authorized Representative of the City in (i) above shall be excluded from the pledge and lien of the Indenture, and the Trustee shall take all reasonable steps requested by the Authorized Representative of the City to evidence or confirm the release of such pledge and lien on such Released Revenues. Thereafter, all such Released Revenues may, at the City's discretion, be used for all legally allowable purposes, including, but not limited to: (i) as a pledge of security for one or more Series of Bonds, the terms and conditions for which shall be as set forth in an Issuing Instrument; or (ii) pay Cost of Construction of Additional Projects or other facilities; or (iii) sold, leased or loaned to a related or unrelated entity or person in a securitization or other similar transaction wherein the City either receives the current estimated or present value calculated value of such Released Revenues or expects to receive a fee or other denominated amounts for the lease or loan of such Released Revenues, if used for Airport purposes; or (iv) any other lawful Airport purpose.

Section 308. CFC Revenues.

From and after the imposition of a Customer Facility Charge, CFC Revenues may, at the City's discretion, be used for all legally allowable purposes, including, but not limited to: (i) as a pledge of security for one or more Series of Bonds to finance all or a portion of the costs of CFC Projects, the terms and conditions for which shall be as set forth in an Issuing Instrument; or (ii) used to pay all or a portion of the costs of a CFC Project or other facilities with respect to which such CFC Revenues arise or from which they are generated; or (iii) any other lawful Airport purpose.

ARTICLE IV

GENERAL TERMS AND PROVISIONS OF BONDS

Section 401. Medium of Payment; Form and Date; Letters and Numbers; Accrual and Payment of Interest; Place of Payment.

A. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

B. The Bonds of each Series shall be issued in the form of fully registered Bonds without coupons as provided in the Indenture or the applicable Issuing Instrument authorizing such Series. The Bonds of each Series shall be in substantially the form as shall be set forth in the applicable Issuing Instrument authorizing such Series.

C. Each Bond shall be lettered and numbered as provided in the Indenture or the applicable Issuing Instrument authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

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D. Unless otherwise provided in the applicable Issuing Instrument authorizing such Bonds or Special Facilities Indebtedness, the Bonds of each Series shall be dated as of the date six months preceding the interest payment date next following the date of authentication thereof by the Trustee, unless such date of authentication shall be an interest payment date, in which case they shall be dated as of such date of authentication; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any Series shall be in default, the Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered; provided, further, that if the date of authentication shall be prior to the first interest payment date for the Bonds of such Series, Bonds shall be dated as provided in the Indenture or in the applicable Issuing Instrument authorizing the Bonds of such Series. Unless otherwise provided in the applicable Issuing Instrument authorizing such Bonds or Special Facilities Indebtedness, the Bonds of each Series shall bear interest from their date.

E. The principal and Redemption Price (if any) of each Series of Bonds shall be payable at a designated office of each Paying Agent named herein or in the Issuing Instrument relating to such Series of Bonds. The interest on each Bond shall be paid by wire transfer, check or draft mailed to the person in whose name such Bond is registered on the registration books of the Trustee as of the close of business on the fifteenth (15th) day of the month next preceding the applicable interest payment date or on such other date as may be specified in the applicable Issuing Instrument authorizing such Series of Bonds.

F. Each Bond issued hereunder shall expressly state the category of Revenues and/or any other funds or property which will constitute the Pledged Funds specified in the Issuing Instrument authorizing each such Series of Bonds from which the principal of, premium, if any, and interest thereon shall be payable and that such Bond shall not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation or provision, and that the taxing power of the City is not pledged to the payment thereof, as to principal, premium or interest.

Section 402. Legends.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 403. Execution and Authentication.

A. The Bonds shall be signed by the manual or facsimile signatures of the Mayor and the Comptroller, or such other Authorized Representative of the City as set forth in an Issuing Instrument, approved as to form by the manual or facsimile signature of the City Counselor, and the seal of the City (or a facsimile thereof) shall be impressed, imprinted or lithographed thereon and attested by the manual or facsimile signature of the Register of the City, or in such other manner as may be required or permitted by law. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before such Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may,

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nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed by such persons as at the time of the execution of such Bonds shall be duly authorized or hold the proper office, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

B. The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in this Third Restated Indenture or the applicable Issuing Instrument authorizing such Bonds, executed by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Indenture and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the manual signature of the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Indenture and that the Owner thereof is entitled to the benefits of the Indenture.

Section 404. Exchange of Bonds.

Bonds, upon surrender thereof at the principal office of the Trustee or any other Bond Registrar with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered Owner or his duly authorized attorney, may, at the option of the Owner thereof, and upon payment by such Owner of any charges which the Trustee may make as provided in Section 406 hereof, be exchanged for an equal aggregate principal amount of Bonds of the same Series, maturity and interest rate of any other authorized denominations.

Section 405. Negotiability, Transfer and Registry.

A. Each Bond shall be transferable only upon the books of the City maintained by the Comptroller, which shall be kept for that purpose at the principal office of the Trustee, by the Owner thereof in person or by the Owner's attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Owner or the Owner's duly authorized attorney. Upon the transfer of any such Bond the City shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond. The Trustee and any other Bond Registrar shall cooperate with each other in maintaining accurate Bond registration books of the City at the principal office of the Trustee in accordance with Section 405.B hereof and in maintaining a copy thereof at the principal office of the Trustee and any other Bond Registrar.

B. The City and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the Bond registration books of the City as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of, and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon such Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

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Section 406. Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of the Indenture. All Bonds surrendered in any such exchanges or transfers shall forthwith be canceled by the Trustee and disposed of in accordance with the Charter. For every such exchange or transfer of Bonds, whether temporary or definitive, the City, the Trustee or the Bond Registrar may make a charge sufficient to reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the City, the Trustee nor any other Bond Registrar shall be required (a) to register the transfer or exchange of Bonds of any Series for a period of fifteen (15) days next preceding any selection of Bonds of such Series to be redeemed or thereafter until after the first mailing of any notice of redemption, or (b) to register the transfer or exchange of any Bonds called for redemption.

Section 407. Bonds Mutilated, Destroyed, Stolen or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, upon furnishing the City and the Trustee with indemnity satisfactory to them, upon the payment of the cost of preparing and issuing the new Bond, and upon complying with such other reasonable conditions and regulations as the City and Trustee may prescribe and paying such other expenses as the City and Trustee may incur. All Bonds so surrendered to the Trustee shall be canceled by it. Any such new Bonds issued pursuant to this Section 407 in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be entitled to equal and proportionate benefits with all other Bonds issued under the Indenture, and shall be equally secured by any moneys or securities held by the City or a Fiduciary for the benefit of the Bondholders.

Section 408. Temporary Bonds.

A. Until the definitive Bonds of any Series are prepared, the City may execute in the same manner as is provided in Section 403 hereof, and, upon the request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued in denominations of \$5,000 or any integral multiple thereof authorized by the City, and with such omissions, insertions and variations as may be appropriate to temporary bonds. The City at its own expense shall prepare and execute, upon the surrender of such temporary Bonds for exchange and upon the cancellation of such surrendered temporary Bonds the Trustee shall authenticate and, without charge to the Owner thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount and Series and maturity as the

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temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to the Indenture.

B. If the City shall authorize the issuance of temporary Bonds in more than one denomination, the Owner of any temporary Bond or Bonds may, at such Owner's option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and Series, maturity and interest rate of any other authorized denomination or denominations, and thereupon the City shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 406, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such Owner.

Section 409. Cancellation and Destruction of Bonds.

All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment or redemption is made and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly canceled and disposed of in accordance with the normal procedures of the Trustee.

Section 410. Book-Entry System.

Bonds may be issued by means of a book-entry system with no physical distribution of Bond certificates to be made, as may be provided with respect to a Series of Bonds in the applicable Issuing Instrument authorizing such Series of Bonds.

The Trustee may rely on the information provided to it by DTC and its participants as to the names of all Beneficial Owners of each Series of Bonds which is in a book-entry system.

ARTICLE V

**ESTABLISHMENT OF FUNDS AND ACCOUNTS
AND APPLICATION THEREOF**

Section 501. The Pledge Effected by the Indenture.

A. The Pledged Funds are hereby pledged for the payment of the Bonds in accordance with their terms and the provisions of the Indenture and the Issuing Instrument authorizing each such Series of Bonds, subject to the provisions of the Indenture and/or the provisions of such Issuing Instrument permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

B. Unless otherwise specified in the Issuing Instrument authorizing a Series of Bonds, the Pledged Funds shall immediately be subject to the lien of the Indenture as set forth in Section 501.A hereof or in the Issuing Instrument authorizing each such Series of Bonds without any physical delivery thereof or further act, and the lien of the Indenture shall be valid and binding

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as against all parties having claims of any kind in tort, contract or otherwise against the City irrespective of whether such parties have notice thereof.

C. Subject to the provisions of Section 517 hereof, the City may decrease the amount of Pledged PFC Revenues pledged to the Bonds, or eliminate the pledge of the Pledged PFC Revenues to the Bonds, upon receipt by the Trustee from the City of both of the following:

(1) A certificate of the Airport Consultant setting forth for each of three Fiscal Years following the Fiscal Year in which the pledge of the Pledged PFC Revenues will be decreased or eliminated, estimates of (A) Net Revenues (as adjusted to reflect the reduction or elimination of Pledged PFC Revenues), (B) the Aggregate Debt Service (determined after giving effect to any Additional Senior General Revenue Bonds or Additional Subordinated General Revenue Bonds to be issued on or before the date of decrease or elimination of such pledge), and (C) demonstrating that the estimated Net Revenues set forth in (A), together with the Transfer Amount, are at least equal to 1.25 times the estimated Aggregate Debt Service for the corresponding Fiscal Years determined as set forth in (B) above; and

(2) An opinion of Bond Counsel to the effect that all conditions precedent to the decrease or elimination of the Pledged PFC Revenues have been met and such decrease or elimination will not adversely affect exclusion from gross income for federal income tax purposes of the interest on any Outstanding Tax Exempt Bonds.

Section 502. Establishment of Funds and Accounts.

The following Funds and Accounts are hereby established as funds and accounts of the City for application for the purposes hereinafter set forth:

- A. Airport Construction Fund, to be held by the City, unless otherwise specified in an Issuing Instrument;
- B. Airport Revenue Fund, including the City Sub-Account therein, to be held by the City;
- C. Airport Operation and Maintenance Fund, to be held by the City;
- D. Airport Bond Fund, to be held by the Trustee, consisting of a Debt Service Account and a Common Debt Service Reserve Account, provided, however, that the Airport Bond Fund may also contain one or more Series Debt Service Reserve Accounts to be established by the Issuing Instrument pursuant to which a Series of Bonds is authorized;
- E. Airport Renewal and Replacement Fund, to be held by the City;
- F. Airport Debt Service Stabilization Fund, to be held by the City;
- G. Airport Coverage Fund, to be held by the City;
- H. Airport Development Fund, to be held by the City;

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- I. Airport Contingency Fund, to be held by the City;
- J. Airport Arbitrage Rebate Fund, to be held by the City; and
- K. Airport PFC Account, to be held by the City.

Section 503. Construction Fund.

A. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Indenture or any Issuing Instrument and there may be paid into the Construction Fund, at the option of the City, any moneys received for or in connection with the Airport by the City from any other source, unless required to be otherwise applied as provided by the Indenture.

B. The City may establish within the Construction Fund a separate Account or subaccounts for each Additional Project or Series of General Revenue Bonds, the costs of which are to be paid in whole or in part out of the Construction Fund.

C. During the period of construction, the proceeds of insurance maintained pursuant to the Indenture against physical loss of or damage to any Additional Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof, shall be paid into the appropriate separate Account in the Construction Fund.

D. Amounts in each separate Account established for an Additional Project shall be applied to the purpose or purposes specified in the applicable Issuing Instrument authorizing the Bonds issued with respect to such Additional Project, or, if no Bonds are so issued, to the purpose or purposes specified in the applicable Issuing Instrument, a copy of which, certified by an Authorized Representative of the City, shall be filed with the Trustee.

E. To the extent that other moneys are not available therefor in any other Fund, amounts in the Construction Fund shall be applied to the payment of the principal of and interest on Bonds when due, subject, however, to the requirements of Sections 514 and 824 hereof with respect to the application of Bond proceeds.

F. The completion of construction of each Additional Project shall be evidenced by a certificate of the Consulting Engineers, which shall be filed by the City promptly with the Trustee, stating the date of such completion and the amount, if any, required in the opinion of the signer for the payment of any remaining part of the Cost of Construction of such Additional Project, and that such Additional Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such certificate, the balance in the separate Account in the Construction Fund established therefor in excess of the amount, if any, retained therein, for the payment of Cost of Construction of each Additional Project and not then due and payable and stated in such certificate shall be used by the City, at its option, as follows:

- (1) to redeem Bonds on the earliest redemption dates permitted by the Indenture;

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(2) to purchase Bonds on the open market prior to such redemption date at prices (exclusive of accrued interest) not in excess of one hundred percent (100%) of the aggregate principal amount of such Bonds, or

(3) for any other purpose; provided that, with respect to any use selected by the City, the Trustee is furnished with a Counsel's Opinion to the effect that such use is lawful under the Missouri Constitution, the laws of the State and the Charter and will not adversely affect the exclusion from federal income taxes of interest on any of the Outstanding Tax Exempt Bonds.

Until used for the foregoing purposes, such amount may be invested as permitted by the Indenture, but may not be invested to produce a yield on such amount (computed from the completion date of such Additional Project) greater than the yield on the Bonds issued to finance such Additional Project, computed in accordance with Section 148 of the Code, without an opinion of Bond Counsel to the effect that such investment will not adversely affect the exclusion from federal income taxes of interest on any of the Outstanding Tax Exempt Bonds.

G. In connection with the issuance of any Series of Bonds, the City may establish an Account in the Construction Fund entitled the "Cost of Issuance Account" from which, subject to Sections 514 and 824 hereof, shall be paid upon the issuance and sale of such Series of Bonds the Costs of Issuance of such Series. To the extent of any deficiencies in such Account, subject to Sections 514 and 824 hereof, Costs of Issuance shall be paid out of the Construction Fund.

H. Notwithstanding the foregoing, at the discretion of the City, moneys in an Account in the Construction Fund or any capitalized interest subaccount created in the Debt Service Account for the proceeds of a Series of Bonds may be used for the payment of (a) Cost of Construction of Additional Projects, or (b) interest as it becomes due on another Series of Bonds; provided that, in either case, such use will not, as expressed in an opinion of Bond Counsel or under a published ruling of the Internal Revenue Service, adversely affect the exclusion from federal income taxes of interest on any Outstanding Tax Exempt Bonds.

Section 504. Application of Revenues.

A. All Revenues (except Pledged PFC Revenues which shall be applied as provided below) as received after the execution and delivery of each Series of General Revenue Bonds shall be promptly deposited by the City into the Revenue Fund. As soon as practicable in each month after the deposit of Revenues in the Revenue Fund but in any case no later than five (5) Business Days before the end of each month, the City shall withdraw from the Revenue Fund for deposit in the following Funds and Accounts in the following order of priority the amounts set forth below:

(1) To the Operation and Maintenance Fund, an amount sufficient to pay the estimated Operation and Maintenance Expenses during the next month;

(2) Subject to Section 517 hereof with respect to the Pledged PFC Revenues, to the Bond Fund for credit to the Debt Service Account, if and to the extent required so that the balance in said Account shall equal the annual Accrued Aggregate Debt Service on the applicable Series of General Revenue Bonds Outstanding; provided that, for the purpose of computing the amount in said Account, there shall be excluded the amount, if any, set

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aside in said Account which was deposited therein from the proceeds of each Series of General Revenue Bonds less the amount of interest accrued and unpaid and to accrue on the Outstanding Bonds of such Series (or any Refunding Bonds issued to refund such General Revenue Bonds) to the last day of the then current calendar month;

(3) Subject to Section 517 hereof with respect to the Pledged PFC Revenues, to the Bond Fund for credit to the Common Debt Service Reserve Account, an amount sufficient to maintain a balance in such Account equal to the Debt Service Reserve Requirement, as applicable and for credit to any Series Debt Service Reserve Account, an amount sufficient to maintain a balance in such Account equal to the applicable amount set forth in the Issuing Instrument pursuant to which a Series of Senior General Revenue Bonds is authorized, as applicable; provided, however, that no deposit in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account shall be required to the extent the amount therein equals or exceeds the Debt Service Reserve Requirement and in the event the amount in the Common Debt Service Reserve Account is reduced below the amount otherwise required therein, such amount shall be replenished (i) immediately, first from any funds in the City Sub-Account and, thereafter, from other available funds, in such priority as the City may direct, in the Contingency Fund, the Development Fund, the Coverage Fund and the Renewal and Replacement Fund and (ii) at the earliest practicable date, to the extent such funds are not sufficient for such purpose, from the first available Revenues (after all deposits required to be made pursuant to clauses (1) and (2) of this Section 504.A have been made) following such reduction; provided, however, that, notwithstanding anything herein to the contrary, to the extent that a deficiency exists in a Debt Service Reserve Account, such deposits to the Bond Fund shall be made in the order of priority indicated:

(a) To the Bond Fund for credit to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, there shall be deposited, at least monthly, to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, for an applicable Series of General Revenue Bonds Outstanding an amount at least equal to 1/60 of the Debt Service Reserve Requirement for such Series of General Revenue Bonds until the amount on deposit in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, shall equal the Debt Service Reserve Requirement. The Debt Service Reserve Requirement shall be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, in each month thereafter until such time as such deficiency shall be remedied;

(b) To the Bond Fund for credit to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, there shall be deposited, at least monthly, to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, for an applicable Series of General Revenue Bonds Outstanding an amount equal to 1/12 of the deficiency attributed to a draw (or diminution in stated principal) upon a Reserve Account Facility deposited into the Common Debt Service Reserve Account or Series Debt Service

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Reserve Account, as applicable, until the principal amount (or available amount) of such Reserve Account Facility, either singularly, or in combination with amounts on deposit therein, is equal to the Debt Service Reserve Requirement if and only if such amounts are attributable to such Series of General Revenue Bonds; and

(c) To the Bond Fund for credit to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, there shall be deposited to the Common Debt Service Reserve Account or Series Debt Service Reserve Account, as applicable, as soon as practicable (but not later than 30 days from the date of such deficiency), the full amount of any deficiency in the Common Debt Service Reserve Account or Series Debt Service Reserve Account, as applicable, which is attributable to a decline in the market value of Investment Securities on deposit therein until such Investment Securities and any cash therein shall equal the Debt Service Reserve Requirement;

(4) To the Rebate Fund, there shall be deposited, as soon as practicable, the amount necessary to fund the Rebate Fund in order to pay the Rebate Amount when due and payable;

(5) Amounts sufficient to pay Subordinated General Revenue Bonds in accordance with the Issuing Instrument pursuant to which such Subordinated General Revenue Bonds was issued (as certified by the trustee or other Fiduciary with respect to such Subordinated General Revenue Bonds) shall be transferred by the City to such trustee or other Fiduciary for payment or deposit;

(6) To the Renewal and Replacement Fund, an amount equal to the amount, if any, as shall be necessary to bring the balance therein to equal the Renewal and Replacement Fund Requirement, provided that, if any such monthly allocation to the Renewal and Replacement Fund shall be less than the required amount, the amount of the next succeeding monthly payments shall be increased by the amount of such deficiency;

(7) To the City Sub-Account, an amount determined from time to time by the City, such that if deposits were made in amounts equal to such amount in each succeeding month during each Fiscal Year, the balance in the City Sub-Account shall equal at the end of such Fiscal Year the amounts payable to the City with respect to such Fiscal Year pursuant to Section 504.B below;

(8) Beginning in the Fiscal Year after the Transition Date, and thereafter, to the Coverage Fund, on or prior to the tenth (10th) Business Day of each month, at the discretion of the City, an amount determined by the City to be deposited in the Coverage Fund in accordance with Section 516.B hereof; provided, however, the amount of any such deposit to the Coverage Fund shall not exceed the maximum amount set forth in the definition of Coverage Amount; and

(9) The remaining GARB Revenues in the Revenue Fund shall be deposited into the Development Fund.

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B. As soon as practicable after the end of each Fiscal Year and except as hereinafter otherwise provided, after all deposits required to be made into each of the aforesaid Funds and Accounts have been made pursuant to clauses (1) through (6) of Section 504.A hereof (but only to the extent the moneys remaining in the Revenue Fund are not required to make up deficiencies in any of the aforesaid Funds and Accounts), the City shall transfer from the City Sub-Account to the general revenue fund of the City, an amount equal to five percent (5%) of the GARB Revenues (excluding, however, from GARB Revenues, for this purpose only, investment income and other non-operating income of the Airport) during the Fiscal Year then last ended; provided, however, that, for periods subsequent to July 1, 1996, the applicable percentage of GARB Revenues (as specified above) shall equal the percentage of the gross revenues then required to be paid to the City by public utilities operating within the City (such percentage being ten percent (10%) as of the date of this Third Restated Indenture).

Notwithstanding the foregoing, the amounts payable to the City pursuant to this Section 504.B shall be limited to five percent (5%) of the GARB Revenues (excluding, however, from GARB Revenues, for this purpose only, investment income and other non-operating income of the Airport) until such time that the Trustee shall have received a Counsel's Opinion (which may be an opinion of Bond Counsel) to the effect that the amount payable pursuant to this Section 504.B does not violate or conflict with any laws or contractual obligations applicable to the Airport and the City, including, without limitation, the Federal Airport and Airway Improvement Act of 1982 and the United States Department of Transportation Grant Agreements to which the City is a party.

The amount payable to the general revenue fund of the City pursuant to this Section 504.B may be paid in advance in monthly installments so long as (i) such amount is included in the rate base utilized to determine rates and charges payable by air carriers which utilize the Airport and (ii) each such monthly installment shall not exceed the lesser of (1) one-twelfth of eighty percent (80%) of the total amount paid to the City pursuant to this Section 504.B in respect of the prior Fiscal Year or (2) eighty percent (80%) of the amount deposited in such month in the City Sub-Account in respect of amounts payable to the City pursuant to this Section 504.B.

The final installment of the amount payable to the City pursuant to this Section 504.B with respect to each Fiscal Year may only be transferred from the City Sub-Account upon delivery to the Trustee of a certificate of an Authorized Representative of the City, accompanied by the audited financial statements of the Airport prepared in accordance with Section 816 hereof for such Fiscal Year, stating the amount payable to the City with respect to such Fiscal Year pursuant to this Section 504.B and to the effect that: (1) all deposits required to be made pursuant to clauses (1) through (6) of Section 504.A hereof have been made; and (2) no Event of Default (or other event which, after the giving of notice or the passage of time, or both, would constitute an Event of Default) has occurred and is continuing hereunder. If the City fails to or is otherwise unable to make such certification with respect to any Fiscal Year, no additional amount shall be payable to the City pursuant to this Section 504.B with respect to such Fiscal Year and the moneys accumulated in the City Sub-Account for such purpose shall thereafter be available for application to any of the purposes specified in clauses (1) through (6) of Section 504.A hereof until the City furnishes the required certification to the Trustee. The Trustee shall hold such audited financial statements as a repository only and shall have no duty to investigate the accuracy thereof.

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If the amount paid in advance to the City pursuant to this Section 504.B in satisfaction of the amounts payable pursuant to this Section 504.B prior to the end of the Fiscal Year shall exceed the amount specified herein, the City shall promptly transfer to the Revenue Fund the amount of such excess. The City shall not be entitled to any further payment pursuant to this Section 504.B until such excess shall be transferred to the Revenue Fund.

Notwithstanding anything to the contrary contained herein, moneys accumulated in the City Sub-Account shall be available at any time and from time to time for application to any of the purposes specified in clauses (1) through (6) of Section 504.A above to the extent Revenues are insufficient for such purposes.

If and to the extent (i) a Counsel's Opinion (which may be an opinion of Bond Counsel) is delivered to the Trustee to the effect that the amounts payable pursuant to this Section 504.B violates or conflicts with any laws or contractual obligations applicable to the Airport and the City or (ii) the City subsequently elects to discontinue the amounts payable to the City pursuant to this Section 504.B, the transfers to the City Sub-Account required under Section 504.A(7) hereof shall immediately cease and the City Sub-Account shall automatically be closed.

Section 505. Operation and Maintenance Fund.

A. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the City for reasonable and necessary Operation and Maintenance Expenses.

B. Amounts in the Operation and Maintenance Fund which the City at any time determines to be in excess of the amounts required to be on deposit in the Operation and Maintenance Fund shall be transferred into the Revenue Fund and applied in accordance with Section 504 hereof.

Section 506. Bond Fund – Debt Service Account.

A. The Trustee shall pay out of the Debt Service Account to the respective Paying Agents (1) on or before each interest payment date for any of the General Revenue Bonds, the amount required for the interest payable on such date; (2) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (3) on or before any redemption date for the General Revenue Bonds, the amount required for the payment of interest on the General Revenue Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents on and after the due dates thereof. The Trustee shall also pay out of the Debt Service Account the accrued interest included in the purchase price of General Revenue Bonds purchased for retirement.

B. Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment (together with amounts accumulated therein with respect to interest on the General Revenue Bonds for which such Sinking Fund Installment was established) may and, if so directed by the City, in writing, shall be applied by the Trustee, on or prior to the sixtieth (60th) day preceding the due date of such Sinking Fund Installment, to (1) the purchase of General Revenue Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (2) the redemption at the applicable sinking fund Redemption Prices, pursuant to Article VI hereof, of such General Revenue Bonds, if then redeemable by their terms. After the sixtieth (60th) day

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but on or prior to the fortieth (40th) day preceding the due date of such Sinking Fund Installment, any amounts then on deposit in the Debt Service Account (exclusive of amounts, if any, set aside in the Debt Service Account which were deposited therein from the proceeds of Additional Senior General Revenue Bonds or Additional Subordinated General Revenue Bonds) may, and if so directed by the City, shall be applied by the Trustee to the purchase of General Revenue Bonds of the Series and maturity for which such Sinking Fund Installment was established in an amount not exceeding that necessary to complete the retirement of the modified balance of such Sinking Fund Installment. All purchases of any General Revenue Bonds pursuant to this Section 506.B shall be made at prices not exceeding the applicable sinking fund Redemption Price of such General Revenue Bonds plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. The applicable sinking fund Redemption Price (or principal amount of maturing General Revenue Bonds) of any General Revenue Bonds so purchased or redeemed shall be deemed to constitute part of the Debt Service Account until such Sinking Fund Installment date, for the purpose of calculating the amount of the Debt Service Account. As soon as practicable after the fortieth (40th) day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption, by giving notice as provided in Section 605 hereof, on such due date General Revenue Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of General Revenue Bonds maturing on a Sinking Fund Installment date) in such amount as shall be necessary to complete the retirement of the unsatisfied balance of such Sinking Fund Installment. The Trustee shall pay out of the Debt Service Account to the appropriate Paying Agents, on or before the day preceding such redemption date (or maturity date), the amount required for the redemption of the General Revenue Bonds so called for redemption (or for the payment of such General Revenue Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

C. The amount, if any, deposited in a capitalized interest subaccount or other subaccount in the Debt Service Account from the proceeds of each Series of General Revenue Bonds shall be set aside in such Account or subaccount and applied to the payment of interest on the General Revenue Bonds of such Series (or Refunding Bonds issued to refund such General Revenue Bonds) as the same becomes due and payable.

D. The Trustee shall transfer to the City for deposit in the Revenue Fund all investment earnings on moneys in the Debt Service Account, such transfers to be made at such times requested by the City.

E. The City may establish within the Debt Service Account one or more subaccounts in the Issuing Instrument pursuant to which a Series of General Revenue Bonds is authorized to be issued.

F. Except in the case of any General Revenue Bonds that constitute Variable Rate Bonds or Option Bonds, the City may direct the Trustee to purchase General Revenue Bonds identified by the City prior to maturity at the most advantageous price obtainable with reasonable diligence by the City. The Trustee shall pay the purchase price and the interest accrued on such General Revenue Bonds to the date of settlement therefor from the Bond Fund; provided, however, that money in the Bond Fund may be used by the Trustee to purchase Bonds for cancellation only to the extent said moneys are in excess of the amount required for payment of the General Revenue Bonds theretofore matured and the total amount of interest and principal on the General Revenue

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Bonds scheduled to become due on the next succeeding interest payment date or principal payment date, respectively.

G. In the case of General Revenue Bonds secured by a Credit Facility or Liquidity Facility, amounts on deposit in the Bond Fund may be applied as provided in the applicable Issuing Instrument to reimburse the Credit Facility Provider or Liquidity Facility Provider for amounts drawn under such Credit Facility or Liquidity Facility to pay the principal or purchase price of and premium, if any, and interest on such General Revenue Bonds, as appropriate.

Section 507. Bond Fund - Common Debt Service Reserve Account and Series Debt Service Reserve Account.

A. The Common Debt Service Reserve Account may secure one or more Series of Senior General Revenue Bonds, on a parity basis, pursuant to the applicable Issuing Instrument authorizing each such Series of Senior General Revenue Bonds. The amount on deposit in the Common Debt Service Reserve Account on or after the authentication and delivery of any Series of Senior General Revenue Bonds secured thereby shall be at least equal to the Debt Service Reserve Requirement. Notwithstanding anything to the contrary contained herein, the amount on deposit in the Common Debt Service Reserve Account immediately after the issuance of any Series of Senior General Revenue Bonds secured by the Common Debt Service Reserve Account shall be increased to equal the amount of the Debt Service Reserve Requirement, taking into account the issuance of each such Series of Senior General Revenue Bonds.

Notwithstanding the foregoing, the City reserves the right, in its discretion, to (i) designate any Series of Senior General Revenue Bonds to be secured by the Common Debt Service Reserve Account, on a parity basis, or (ii) create, pursuant to an Issuing Instrument, separate Series Debt Service Reserve Accounts and designate one or more Series of General Revenue Bonds to be secured by such Series Debt Service Reserve Accounts, or (iii) provide that a Series of General Revenue Bonds shall not be secured by the Common Debt Service Reserve Account or any Series Debt Service Reserve Account. Any Series Debt Service Reserve Account established under an Issuing Instrument shall be funded in an amount equal to the applicable reserve requirement set forth in such Issuing Instrument. Additionally, such an Issuing Instrument shall provide for the manner of funding and replenishing of such Series Debt Service Reserve Account and establish such other terms with respect to such Series Debt Service Reserve Account as the City may deem to be appropriate, including providing a Reserve Account Facility in lieu thereof.

Notwithstanding the foregoing, the City reserves the right, in its discretion, to (i) designate any Series of Additional Subordinated General Revenue Bonds to be secured by a separate common debt service reserve account established pursuant to the Issuing Instrument authorizing such Series of Additional Subordinated General Revenue Bonds, or (ii) establish, pursuant to the Issuing Instrument authorizing such Series of Additional Subordinated General Revenue Bonds, a separate Series Debt Service Reserve Accounts and designate one or more Series of Additional Subordinated General Revenue Bonds to be secured by such Series Debt Service Reserve Accounts, or (iii) provide that a Series of Additional Subordinated General Revenue Bonds shall not be secured by any debt service reserve account. Any such separate common debt service reserve account or Series Debt Service Reserve Account established under such an Issuing Instrument shall be funded in an amount equal to the applicable reserve requirement set forth in

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such Issuing Instrument. Additionally, such an Issuing Instrument shall provide for the manner of funding and replenishing of such separate common debt service reserve account or Series Debt Service Reserve Account and establish such other terms with respect to such account(s) as the City may deem to be appropriate, including providing a Reserve Account Facility in lieu thereof.

B. If, immediately after each monthly transfer required by Section 504.A hereof, the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to Section 504.A hereof, after taking into consideration the Coverage Amount pursuant to Section 516.C hereof, the Trustee shall transfer amounts from the Common Debt Service Reserve Account, for any Senior General Revenue Bonds secured by the Common Debt Service Reserve Account, or any Series Debt Service Reserve Account, for any Senior General Revenue Bonds secured by the Common Debt Service Reserve Account, as applicable, to the Debt Service Account to be held and applied for such Senior General Revenue Bonds to the extent necessary to make good such deficiency or deficiencies.

C. If the amount on deposit at any time in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account securing a Series of Senior General Revenue Bonds is reduced below the amount required therein in accordance with Section 504.A(3) hereof, the amount of the deficiency shall be replenished as provided in Section 504.A(3) hereof.

D. If, as of June 30 of each year, the amount in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account exceeds the amount required therein in accordance with Section 504.A(3) hereof after giving effect to any Reserve Account Facility issued by a Reserve Account Facility Provider deposited in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, the Trustee shall, on the first Business Day of the following Fiscal Year, withdraw from the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, the amount of any excess therein over the applicable Debt Service Reserve Requirement as of the date of such withdrawal for deposit into (i) the Rebate Fund, the Rebate Amount estimated by the City, if any, and (ii) the Contingency Fund, the amount of any excess then remaining in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, over the amount required therein in accordance with Section 504.A(3) hereof. If the amount in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account is less than the amount required therein in accordance with Section 504.A(3) hereof and to the extent that such deficiency has not been made up within twelve (12) months with respect to a deficiency resulting from a draw on the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, by deposits pursuant to Section 504.A(3) hereof or to the extent there has been a deficiency resulting from a decline in the market value of Investment Securities, the City shall immediately deposit such amounts as shall be necessary to cure such deficiency from any and all sources made available under the Indenture to fund such deficiencies.

E. Whenever the amount in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to fully pay all Outstanding General Revenue Bonds in accordance with their terms (including principal and applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, shall be transferred to the Debt Service Account. Prior to said transfer, all investments

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held in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account shall be liquidated to the extent deemed necessary in order to provide for the timely payment of principal and interest (or Redemption Price) on the applicable General Revenue Bonds Outstanding.

F. The Trustee shall transfer to the City for deposit in the Revenue Fund all investment earnings on moneys in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, such transfer to be made at such times requested by the City.

Section 508. Renewal and Replacement Fund.

A. Money in the Renewal and Replacement Fund may be applied to pay (i) costs of the renewal or replacement of machinery, equipment, rolling stock, facilities or other capital items used in connection with the operation of the Airport (ii) emergency debt service needs with respect to General Revenue Bonds or other indebtedness issued for Airport purposes and (iii) costs related to Airport operational emergencies.

B. If at any time the moneys in the Debt Service Account, the Common Debt Service Reserve Account, any Series Debt Service Reserve Account, the Coverage Fund, the Development Fund and the Contingency Fund shall be insufficient to pay the interest and Principal Installments when due on the General Revenue Bonds, the City, upon requisition of the Trustee, shall transfer from the Renewal and Replacement Fund to the Trustee for deposit in the Debt Service Account the amount necessary (or all the moneys in the Renewal and Replacement Fund if less than the amount necessary) to make up such deficiency. So long as there is no deficiency in the Debt Service Account, the Debt Service Reserve Account or any Series Debt Service Reserve Account, in the event the City receives a requisition from the trustee or other Fiduciary for any Subordinated General Revenue Bonds, with respect to a deficiency in available moneys to pay Debt Service on Subordinated General Revenue Bonds, then the City shall transfer from the Renewal and Replacement Fund to such trustee or other Fiduciary the amount necessary (or all the moneys in the Renewal and Replacement Fund if less than the amount necessary) to make up such deficiency.

C. If at any time the moneys in the Operation and Maintenance Fund and the Contingency Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the City shall transfer from the Renewal and Replacement Fund to the Operation and Maintenance Fund the amount necessary (or all the moneys in the Renewal and Replacement Fund if less than the amount necessary) to make up such deficiency.

D. If the amount on deposit at any time in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account is reduced below the amount required therein in accordance with Section 504.A(3) hereof, the City may transfer from the Renewal and Replacement Fund to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, all or a portion of such deficiency.

Section 509. Development Fund.

A. Moneys in the Development Fund may be applied, in accordance with the Capital Budget or otherwise, at the discretion of the City, to the acquisition of land or easements for the expansion or improvement of the Airport, to purchase items of machinery, equipment, rolling stock

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or other capital items for use in connection with the Airport, to pay the cost of planning, engineering, design and construction of new facilities for the Airport or to pay the cost of any other capital improvements to the Airport or for any lawful purpose at the Airport.

B. If at any time the moneys in the Debt Service Account, the Common Debt Service Reserve Account, any Series Debt Service Reserve Account, the Coverage Fund and the Contingency Fund shall be insufficient to pay the interest and Principal Installments when due on the General Revenue Bonds, the City upon requisition of the Trustee shall transfer from the Development Fund to the Trustee, for deposit in the Debt Service Account, the amount necessary (or all the moneys in the Development Fund if less than the amount necessary) to make up such deficiency. So long as there is no deficiency in the Debt Service Account, the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, in the event the City receives a requisition from the trustee or other Fiduciary for any Subordinated General Revenue Bonds, with respect to a deficiency in available moneys to pay Debt Service on Subordinated General Revenue Bonds, then the City shall transfer from the Development Fund to such trustee or other Fiduciary the amount necessary (or all the moneys in the Development Fund if less than the amount necessary) to make up such deficiency.

C. If at any time the moneys in the Operation and Maintenance Fund, the Renewal and Replacement Fund and the Contingency Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the City shall transfer from the Development Fund to the Operation and Maintenance Fund the amount necessary (or all the moneys in the Development Fund if less than the amount necessary) to make up such deficiency.

D. If the amount on deposit at any time in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account is reduced below the amount required therein in accordance with Section 504.A(3) hereof, the City may transfer from the Development Fund to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, all or a portion of the amount of such deficiency.

E. The City may use amounts on deposit in the Development Fund to make payments pursuant to an Interest Rate Exchange Agreement by transferring such amounts to the Debt Service Account or as otherwise specified in the applicable Issuing Instrument associated with a Series of General Revenue Bonds.

F. The City may, but if and only to the extent consistent with the Capital Budget, transfer from the Development Fund to the Contingency Fund any moneys in the Development Fund which are no longer needed for the purposes of moneys on deposit in the Development Fund.

G. The City may, but if and only to the extent consistent with the Capital Budget, transfer from the Development Fund to the Coverage Fund any moneys in the Development Fund which are no longer needed for the purposes of moneys on deposit in the Development Fund.

Section 510. Contingency Fund.

A. If at any time the moneys in the Debt Service Account, the Common Debt Service Reserve Account, any Series Debt Service Reserve Account and the Coverage Fund shall be insufficient to pay the interest on and Principal Installments when due on the General Revenue

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Bonds, the City, upon requisition of the Trustee, shall transfer from the Contingency Fund to the Trustee for deposit in the Debt Service Account the amount necessary (or all the moneys in the Contingency Fund if less than the amount necessary) to make up such deficiency or deficiencies.

B. If at any time the moneys in the Operation and Maintenance Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the City shall transfer from the Contingency Fund to the Operation and Maintenance Fund the amount necessary (or all the moneys in the Contingency Fund if less than the amount necessary) to make up such deficiency.

C. If the amount on deposit at any time in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account is reduced below the amount required therein in accordance with Section 504.A(3) hereof, the City may transfer from the Contingency Fund to the Common Debt Service Reserve Account or any Series Debt Service Reserve Account, as applicable, all or a portion of the amount of such deficiency.

D. Amounts in the Contingency Fund not required to meet a deficiency as required under Section 510.A, B and C above may, at the discretion of the City, be applied to any one or more of the following purposes:

(1) the purchase or redemption of any General Revenue Bonds, and expenses in connection with the purchase or redemption of any such General Revenue Bonds;

(2) payments of principal or redemption price of and interest on any Subordinated General Revenue Bonds;

(3) improvements, extensions, betterments, renewals, replacements, repairs, maintenance or reconstruction of any properties or facilities of the Airport or the provision of one or more reserves therefor; and

(4) any other corporate purpose of the City in connection with the Airport or other local facilities which are owned or operated by the City and directly and substantially related to the air transportation of passengers or property by air.

E. Whenever any moneys in the Contingency Fund are to be applied to the purchase or redemption of General Revenue Bonds, the City shall deposit such moneys with the Trustee, in a separate Account established for such purpose, and shall give written instructions to the Trustee to make such purchase or redemption in accordance with the provisions of the Indenture. Upon any such purchase or redemption of General Revenue Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, an amount equal to the principal amount of such General Revenue Bonds so purchased or redeemed shall be credited toward a part (an integral multiple of \$5,000) or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the City in a certificate in writing signed by an Authorized Representative of the City and filed with the Trustee, or in the absence of such direction, toward such Sinking Fund Installments in inverse order of their due dates. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculating the Sinking Fund Installments due on a future date.

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Section 511. Rebate Fund.

The Rebate Fund shall be maintained for as long as any Series of Tax Exempt Bonds is outstanding for the purpose of paying to the United States Treasury the amount required to be rebated pursuant to Section 148(f) of the Code. Any moneys in the Rebate Fund shall be invested in Government Securities or securities described in clause (x) of the definition of "Investment Securities" and investment earnings thereon shall be credited to the Rebate Fund.

Section 512. Payments under Interest Rate Exchange Agreements.

Notwithstanding anything to the contrary contained herein, in the event that the City determines not to deem payments received from a Counterparty under an Interest Rate Exchange Agreement to be GARB Revenues, the City may, if set forth in the applicable Issuing Instrument associated with a Series of General Revenue Bonds, make payments due under an Interest Rate Exchange Agreement (other than termination payments thereunder) from amounts on deposit in the Development Fund and the Renewal and Replacement Fund.

Section 513. Subordinated General Revenue Bonds.

As provided in Section 304.B, one or more Series of Subordinated General Revenue Bonds may be issued under the Indenture payable as to principal and interest from the Revenue Fund and the Pledged Funds, subject and subordinate to the deposits and credits as may be required under the Indenture to be made therefrom to the Debt Service Account, the Common Debt Service Reserve Account and any Series Debt Service Reserve Account, as applicable, and subject to the payment of such Series of Subordinated General Revenue Bonds being secured by a lien and pledge on the Pledged Funds junior and inferior to the lien and pledge on the Pledged Funds herein created for the payment and security of the Senior General Revenue Bonds, all as set forth in the Issuing Instrument authorizing such Series of Subordinated General Revenue Bonds.

Section 514. Special Tax Provisions.

Notwithstanding anything to the contrary contained herein, the proceeds of each Series of Bonds shall be applied in accordance with the requirements of any Tax Certificate entered into in connection with the issuance of such Series of Tax Exempt Bonds.

Section 515. Responsibility of Treasurer.

Nothing in the Indenture shall be deemed to modify or otherwise abrogate the responsibilities and duties of the Treasurer arising under the laws of the State and the Charter. Without limiting the generality of the foregoing, the Treasurer, as a member of the Funds Committee, shall be responsible for the designation and appointment of Fiduciaries acting pursuant to the Indenture and for directing on behalf of the City of all investments of moneys in the Funds and Accounts.

Section 516. Coverage Fund.

A. On the Transition Date, an amount equal to the maximum Coverage Amount shall be transferred from the funds on deposit in the Debt Service Stabilization Fund to the Coverage

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Fund to be applied to any one or more of the purposes set forth in Section 516.C and Section 516.D below and the balance in the Debt Service Stabilization Fund, if any, shall remain therein to be applied as set forth in Section 518 hereof.

B. The City may fund the Coverage Fund from amounts on deposit in the Debt Service Stabilization Fund in an amount to be determined by the City from time to time, but not in excess of the limitation set forth in the definition of Coverage Amount or as otherwise provided herein.

C. If, immediately after each monthly transfer required by Section 504.A hereof, the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to Section 504.A hereof, the City, upon the direction of an Authorized Representative of the City, shall transfer from the Coverage Fund to the Trustee for deposit in the Debt Service Account the amount necessary (or all the moneys in the Coverage Fund if less than the amount necessary) to make up such deficiency or deficiencies.

D. Amounts in the Coverage Fund not required to meet a deficiency as required by paragraph C. above shall be retained therein for purposes of the Transfer Amount as set forth in Sections 304, 501, 504.A(3), 507, 513 and 810 hereof, without the need for any transfer of such amounts from the Coverage Fund or applied, upon the direction of an Authorized Representative of the City, to (a) pay Operation and Maintenance Expenses, (b) make any required payments or deposits to pay or secure the payment of the principal and/or interest on Outstanding General Revenue Bonds, and (c) pay the cost of any additions, improvements, repairs, renewals or replacements to the Airport, in each case only if and to the extent that moneys otherwise available to make such payments or deposits are insufficient therefor.

Section 517. PFC Account; Bonds or Special Facilities Indebtedness Secured by Pledged PFC Revenues.

At any time and from time to time, the City, without the consent of the Trustee or the Owner of any Bond or Special Facilities Indebtedness and without the consent of any Credit Facility Provider, may adopt or enter into an Issuing Instrument authorizing a Series of Bonds or Special Facilities Indebtedness that specifies (a) the amount of PFCs that are being designated as and included as Pledged PFC Revenues during each Fiscal Year as specified in such Issuing Instrument authorizing a Series of Bonds or Special Facilities Indebtedness to pay the Debt Service on such Series of Bonds or Special Facilities Indebtedness; (b) the Debt Service Account(s) such Pledged PFC Revenues are to be deposited to with respect to such Bonds or Special Facilities Indebtedness; and (c) the time period during which such PFC Revenues will be designated as and included in Pledged PFC Revenues with respect to such Bonds or Special Facilities Indebtedness. From and after the time the City adopts or enters into such an Issuing Instrument, the City shall cause the Pledged PFC Revenues designated therein to be deposited to the applicable Debt Service Account(s) as set forth below and used to pay Debt Service on such applicable Series of Bonds or Special Facilities Indebtedness. Notwithstanding any other provision hereof, if such Pledged PFC Revenues are subject to any prior pledge or lien or irrevocable commitment, the Issuing Instrument designating the Pledged PFC Revenues shall indicate the amount of the obligation payable in such Fiscal Year from the PFC Revenues pursuant to such pledge or lien or irrevocable commitment and whether the application thereof to the payment of Debt Service on such applicable Series of

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Bonds or Special Facilities Indebtedness shall be on a parity with or subordinate to the terms of such pledge or lien or irrevocable commitment.

More than one Series of Bonds or Special Facilities Indebtedness may be secured by Pledged PFC Revenues, and no consent from any Owner of any Bond or Special Facilities Indebtedness or from any Credit Facility Provider shall be required as a condition to the issuance or incurring of any subsequently issued Bonds or Special Facilities Indebtedness that are secured by Pledged PFC Revenues. Notwithstanding anything to the contrary contained herein, as long as the City is in compliance with the provisions of the applicable Issuing Instrument or other document that specifies the Pledged PFC Revenues that secures such Series of Bonds or Special Facilities Indebtedness, the City may amend (including reduce) the amount of Pledged PFC Revenues, as provided above with respect to any Fiscal Year without the consent of the Trustee or any Owner of any Bond or Special Facilities Indebtedness or any Credit Facility Provider.

The City shall, promptly upon receipt, deposit, or cause to be deposited, all Pledged PFC Revenues in the PFC Account. Unless otherwise provided in the applicable Issuing Instrument which specifies Pledged PFC Revenues pledged for one or more Series of Bonds or Special Facilities Indebtedness, simultaneously with the City's withdrawal of amounts from the Revenue Fund for deposit into the Funds and Accounts as set forth in Section 504 hereof, the City shall withdraw amounts on deposit in the PFC Account and shall transfer the amounts so withdrawn to the Bond Fund for credit to the applicable Series of Bonds or Special Facilities Indebtedness, in such amounts as are specified or provided for in the corresponding Issuing Instrument or other instrument specifying Pledged PFC Revenues for such Series of Bonds or Special Facilities Indebtedness.

Notwithstanding anything to the contrary contained herein, (a) the PFC Account and the Pledged PFC Revenues shall secure all Bonds or Special Facilities Indebtedness, whenever issued, that are specified in the applicable Issuing Instrument authorizing a Series of Bonds or Special Facilities Indebtedness to be secured by the PFC Account and the Pledged PFC Revenues; and (b) Pledged PFC Revenues held in the PFC Account shall be applied by the City as follows:

A. The Pledged PFC Revenues, including any investment earnings thereon, on deposit in the PFC Account shall be applied to the payment of PFC Eligible Debt Service on such Bonds or Special Facilities Indebtedness secured thereby and such amount shall be accounted for as a credit against the amounts required to be deposited in the Bond Fund for such purpose pursuant to Section 504 hereof, all in accordance with the applicable Issuing Instrument authorizing a Series of Bonds or Special Facilities Indebtedness to be secured by the PFC Account and the Pledged PFC Revenues.

B. Any Pledged PFC Revenues, including investment earnings thereon, in excess of amounts required to pay Bonds or Special Facilities Indebtedness secured thereby may be used to fund PFC Eligible Project costs or as otherwise permitted by the PFC Act or the regulations of the FAA contained in Title 14, Part 158, Code of Federal Regulations, as amended from time to time, pertaining to the imposition, collection and use of PFCs.

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Section 518. Debt Service Stabilization Fund.

Moneys in the Debt Service Stabilization Fund shall be applied by the City to the discretionary deposits provided for under Section 516 hereof. Subject to the availability of funds therein, moneys in the Debt Service Stabilization Fund may also be withdrawn and used for (1) emergency debt service needs with respect to General Revenue Bonds or other indebtedness issued for Airport purposes, and (2) Airport operational emergencies. Once the moneys in the Debt Service Stabilization Fund have been depleted, the Debt Service Stabilization Fund shall automatically be closed.

Section 519. Expenditures From City Held Funds and Accounts.

Expenditures from any Funds and Accounts held by the City shall be subject to the then existing requirements for expenditure of City funds. Notwithstanding the foregoing, if the timing of the need for any expenditure of moneys from any Fund or Account held by the City is deemed an emergency, then the approval of the expenditure of such moneys may occur in accordance with the provisions of Article XV, Section 2 of the Charter, or any successor provision.

ARTICLE VI

REDEMPTION OF BONDS GENERALLY

Section 601. Privilege of Redemption and Redemption Price.

Bonds subject to redemption, in whole or in part, prior to maturity pursuant to the Indenture or an Issuing Instrument shall be redeemable, upon filing of a notice of such redemption with EMMA as provided in this Article VI, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article VI as may be specified in the Indenture or in the applicable Issuing Instrument authorizing such Series.

Section 602. Redemption at the Election or Direction of the City.

In the case of any redemption of Bonds at the election or direction of the City, the City shall give written notice to the Trustee of such election or direction so to redeem, of the redemption date, of the Series, and of the principal amount of the Bonds of each maturity of such Series to be redeemed (which Series, maturities and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in the Indenture). Such notice shall be given at least forty-five (45) days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 605 hereof there shall be paid prior to the redemption date to the appropriate Paying Agents an amount in cash which, in addition to other moneys and/or Government Securities, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The City shall promptly notify the Trustee in writing of all other payments by it to a Paying Agent.

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Section 603. Redemption Otherwise Than at City's Election or Direction.

Whenever by the terms of the Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the City, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay out of moneys available therefor the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, to the appropriate Paying Agents in accordance with the terms of this Article VI.

Section 604. Selection of Bonds to be Redeemed.

If less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bonds of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof, and that, in selecting portions of such Bonds for redemption the Trustee shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000.

Section 605. Notice of Redemption.

When the Trustee shall receive written notice from the City of the election or direction to redeem Bonds pursuant to Section 602 hereof, or when redemption of Bonds is authorized or required pursuant to Section 603 hereof, the Trustee shall give notice of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date, the date of filing with EMMA of a notice of redemption, and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail a copy of such notice, postage prepaid, not less than twenty-five (25) days before the redemption date, to the Owners of the Bonds, or portion of Bonds which are to be redeemed, at their last addresses appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice to the Owner of any Bond shall not affect the validity of the proceedings for the redemption of any other Bond if notice of such redemption shall have been mailed to the Owner thereof as herein provided. With respect to any Bonds issued after the adoption of this Third Restated Indenture, any notice of redemption of such Bonds pursuant to Section 602 hereof may specify that the redemption is contingent upon the occurrence of certain events or circumstances described therein, including the deposit with the Trustee, not later than the opening of business on the redemption date, of moneys in an amount sufficient to pay the Redemption Price of all of the Bonds or portions of Bonds which are to be redeemed on that date, in which case the City will not be obligated to redeem such Bonds unless the events therein described have occurred.

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Section 606. Payment of Redeemed Bonds.

Notice having been given by mailing in the manner provided in Section 605 hereof and the deposit of sufficient funds under Section 602 hereof, the Bonds or portions thereof to be redeemed shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date. If there shall be drawn for redemption less than all of a Bond, the City shall execute and the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bonds, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE VII

**DEPOSITARIES OF MONEYS, SECURITY FOR
DEPOSITS AND INVESTMENT OF FUNDS**

Section 701. Depositaries.

All moneys held by the Trustee under the provisions of the Indenture shall be deposited with the Trustee, or with one or more Authorized Depositaries, in trust for the Trustee. All moneys held by the City under the Indenture shall be deposited with one or more Authorized Depositaries in the name of the City. Moneys to be deposited in a particular Fund or Account under the Indenture may be deposited with more than one Authorized Depositary, provided that such moneys may be credited to such Fund or Account. Each Authorized Depositary shall be a bank, trust company, national banking association, savings bank, savings and loan association, or other banking association organized under the laws of any state of the United States or under the laws of the United States, having capital stock and surplus aggregating at least \$100,000,000, whose senior unsecured long-term debt obligations are rated in one of the three highest rating categories by at least one Rating Agency (or, in the case of a depositary that does not have outstanding rated long-term debt obligations, whose short-term deposit obligations are rated in the highest short-term rating category by at least one Rating Agency), and willing and able to accept the office on reasonable and customary terms and authorized by law to act in accordance with the provisions of the Indenture; provided, however, any Co-Registrar designated by the City pursuant to Section 804 hereof shall not be required to meet the requirements of this Section 701. All moneys deposited under the provisions of the Indenture with the Trustee or any Authorized Depositary

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shall be held in trust and applied only in accordance with the provisions of the Indenture, and each of the Funds and Accounts shall be a trust fund for the purposes thereof.

Section 702. Deposits.

A. All moneys held by any Authorized Depositary under the Indenture may be placed in demand or time deposits, if and as directed by the City, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. The City shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Indenture. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary. All moneys held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department on demand or, if and to the extent directed by the City and acceptable to such Fiduciary, on time deposit, provided that such moneys on time deposit are available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

B. All moneys held under the Indenture by the Trustee or any other Authorized Depositary shall be continuously and fully secured for the benefit of the City and the Owners of the Bonds, either (1) by lodging with the Trustee, as custodian, as collateral security, direct obligations of or obligations guaranteed by the United States of America having a market value (exclusive of accrued interest) not less than the amount of such moneys, or (2) in such other manner as may then be required by applicable federal or State laws and regulations regarding security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Fiduciaries to give security under this Section 702.B for the deposit of any moneys with them held in trust and set aside by them for the payment of the principal or Redemption Price of or interest on any Bonds, or for the Trustee or any other Authorized Depositary to give security for any moneys which shall be represented by obligations purchased as an investment of such moneys.

C. All moneys deposited with the Trustee and each other Authorized Depositary shall be credited to the particular Fund or Account to which such moneys belong. Earnings on any moneys or investments in all Funds and Accounts shall be applied as provided in Section 703 hereof.

Section 703. Investment of Certain Funds and Accounts.

Moneys held in the Debt Service Account, the Common Debt Service Reserve Account, any Series Debt Service Reserve Account and the Rebate Fund shall be invested and reinvested by the Trustee to the fullest extent practicable in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Accounts, and in the case of the Common Debt Service Reserve Account or any Series Debt Service Reserve Account not later than fifteen (15) years (unless such securities shall be redeemable at the option of the holder thereof, in which event such securities may mature at a date no later than the final maturity date of the Bonds). The Trustee shall make such investment in accordance with any written instructions received from an Authorized Representative of the City.

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The Trustee, upon notice to and written consent of an Authorized Representative of the City, may make any and all such investments through its own bond department or the bond department of any bank or trust company under common control with the Trustee. In the absence of written instructions, the Trustee shall hold the funds in cash or cash equivalents with daily liquidity, which may include commercial paper maturing daily that is rated in the highest short-term rating category by at least two Rating Agencies.

Moneys in the Revenue Fund and the Construction Fund may be invested by the City in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to provide payments from such Funds and Accounts. Moneys in the Operation and Maintenance Fund may be invested by the City in Investment Securities which mature within 12 months and moneys in the Development Fund, the Renewal and Replacement Fund, the Contingency Fund, the Coverage Fund, the PFC Account and the Rebate Fund may be invested in Investment Securities which mature within five (5) years, and in any case not later than such times as shall be necessary to provide moneys when needed for payment from such respective Funds and Accounts.

Earnings on any moneys or investments in all Funds and Accounts shall be deposited in the Revenue Fund, except that earnings on the moneys or investments in the Construction Fund, PFC Account and Rebate Fund shall, to the extent expressly required by the terms of any Issuing Instrument authorizing the issuance of a Series of Bonds, be retained therein.

The investment of moneys pursuant to this Section 703 shall be subject to the requirements of Section 824 hereof.

Section 704. Valuation and Sale of Investments.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from the liquidation of such investment shall be charged to the respective Fund or Account.

In computing the amount in any Fund or Account for any purpose provided in the Indenture, obligations purchased as an investment of moneys therein shall be valued at cost or the principal amount thereof, whichever is lower, exclusive of accrued interest, except that such investments in the Common Debt Service Reserve Account or any Series Debt Service Reserve Account shall be valued at the cost or market price thereof whichever is lower, exclusive of accrued interest. The valuation of such Funds and Accounts shall be made as of the end of each Fiscal Year.

Except as otherwise provided in the Indenture, the Trustee shall sell at the best price reasonably obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested in writing by an Authorized Representative of the City so to do or whenever it shall be necessary, in order to provide moneys to meet any payment or transfer from any Fund or Account held by the Trustee. The Trustee shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from such investment.

ARTICLE VIII

PARTICULAR COVENANTS OF THE CITY

Section 801. Effects of Covenants.

The City hereby particularly covenants and agrees with the Trustee and with the Owners of the Bonds and makes provisions which shall be a part of the contract with such Owners, to the effect and with the purpose set forth in the following sections of this Article VIII.

Section 802. Payment of Principal, Premium, if any, and Interest.

The City shall promptly pay or cause to be paid, but solely from the Pledged Funds and/or such other funds pledged therefor as shall be provided in the Issuing Instrument authorizing each such Series of Bonds, the principal of, interest and premium on all Bonds issued hereunder according to the terms hereof and of such Bonds.

Section 803. Extension of Payment of Bonds.

The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement, and in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled in case of any default under the Indenture to the benefit of the Indenture or to any payment out of the Net Revenue, or out of any funds including the investments, if any, thereof, pledged under the Indenture or the moneys (except moneys held in trust for the payment of particular Bonds or claims for interest pursuant to the Indenture) held by any Fiduciary except subject to the prior payments of the principal of all Bonds Outstanding the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the City to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of the maturity of any Bonds.

Section 804. Intentionally Omitted.

Section 805. Further Assurance.

At any and all times the City shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming of all and singular the rights, Revenues and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the City may hereafter become bound to pledge or assign.

Section 806. Powers as to Bonds and Pledge.

The City is duly authorized under the Constitution of the State and all applicable laws to create and issue the Bonds and to adopt this Third Restated Indenture and to pledge the Revenues

and other moneys, securities and funds purported to be pledged by this Third Restated Indenture in the manner and to the extent provided in this Third Restated Indenture. Except as to the issuance of Bonds hereunder and subject to the application of Revenues to the purposes and the conditions permitted by the Indenture, the Revenues and other moneys, securities and funds so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created by the Indenture, and all corporate or other action on the part of the City to that end has been duly and validly taken. The Bonds and the provisions of the Indenture are and will be the valid and legally enforceable obligations of the City in accordance with their terms and the terms of the Indenture. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues and other moneys, securities and funds pledged under the Indenture and all the rights of the Bondholders under the Indenture against all claims and demands of all persons whomsoever.

Section 807. Power as to the Airport and Collection of Rates, Fees and Rentals.

The City has and will have, so long as any Bonds are Outstanding, good right and lawful authority to acquire, construct, develop, operate, maintain, repair, improve, reconstruct, enlarge, and extend the Airport and to fix rates, fees, rentals and other charges in connection therewith.

Section 808. Sale, Lease or Encumbrance of Property.

A. Except as provided in this Section 808 or elsewhere in the Indenture, no part of the Airport shall be sold or otherwise disposed of or encumbered until all of the then Outstanding General Revenue Bonds shall have been paid in full, both as to principal and interest, or unless adequate provision (as defined in Section 808F. below) shall have been made for the payment of the then Outstanding General Revenue Bonds.

B. The City may sell, for fair and reasonable value, at any time and from time to time any property constituting part of the Airport which in the opinion of the Airport Commission (expressed in the form of a resolution based upon a written certification from the Airport Consultant) (i) is not necessary or useful in the operation of the Airport, or (ii) is not profitable in the operation of the Airport; or (iii) if such property is disposed, will be advantageous to the Airport and will not adversely affect the security for the Bondholders. The opinion of the Airport Commission and certificate of the Airport Consultant shall be filed with the Trustee prior to such sale. The Trustee shall hold such opinion and certificate as a repository and may conclusively rely thereupon and shall have no duty to investigate the accuracy thereof.

C. The City may lease or make contracts or grant licenses for the operation of, or grant easements or other rights with respect to, any part of the Airport if such lease, contract, license, easement or right does not impede or restrict the operation by the City of the Airport for Airport purposes.

D. Except as otherwise provided in Section 808.E below, proceeds from the sale or disposition of property not used to replace such property and any such payments with respect to a lease, contract, license, easement or right not otherwise required to be applied in accordance with the Indenture shall be applied in the same manner and to the same purpose as Revenues as set forth in Section 504 hereof.

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E. Notwithstanding any other provision of this Section 808, the City may sell, lease or otherwise transfer any portion of the Airport which is (i) not deemed to be a part of St. Louis Lambert International Airport and (ii) not used for any airport or aviation purpose, and all Revenues and receipts associated with such portion of the Airport and its transfer shall be released from the lien hereof and the City may use or deliver such amounts without restriction under the Indenture.

F. The City shall not sell, lease or otherwise transfer all or a substantial part of the Airport unless the then Outstanding General Revenue Bonds shall have been paid in full, both as to principal and interest, or unless adequate provision (as defined below) shall have been made for the payment of the then Outstanding General Revenue Bonds. For purposes of this Section 808, the term "adequate provision" shall mean the defeasance of the then Outstanding General Revenue Bonds in accordance with Section 1201 hereof or the assumption by the transferee of the obligations of the City hereunder and under the then Outstanding General Revenue Bonds if: (1) in the written opinions of the Director of Airports and the Airport Consultant, after giving effect to such transfer and assumption, the ability of the transferee to meet the rate maintenance and other covenants hereunder and the security for the then Outstanding General Revenue Bonds are not materially and adversely affected, (2) the City shall have furnished the Trustee with an opinion of Bond Counsel to the effect that such transfer will not adversely affect the tax-exempt status of interest on the then Outstanding General Revenue Bonds which are Tax Exempt Bonds under the Code, and (3) such transferee shall expressly agree not to use the Funds and Accounts otherwise than as provided in the Indenture. The Trustee shall hold such opinions and agreements as a repository and may conclusively rely on and shall have no duty to investigate the accuracy thereof. In the event of any such transfer and assumption, nothing herein shall prohibit or prevent the retention by the City of any facility of the Airport if, in the written opinions of the Director of Airports and the Airport Consultant, such retention will not materially and adversely affect the security for the then Outstanding General Revenue Bonds, or unreasonably restrict the transferee's ability to comply with the rate maintenance and other covenants hereunder. Any consideration received by the City from the transferee of all or a substantial part of the Airport shall not constitute "Revenues" hereunder or be subject to the terms and provisions of the Indenture. The terms and conditions of the transfer of all or a substantial part of the Airport pursuant to this Section 808.F shall be set forth in a Supplemental Indenture executed by the City, the Trustee and the transferee and notice of such transfer shall be given to the Holders of the then Outstanding General Revenue Bonds in accordance with Section 1210 hereof.

Section 809. Operation, Maintenance and Reconstruction.

A. The City shall at all times operate, or cause to be operated, the Airport properly and in a sound, efficient and economical manner, and shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept with the appurtenances and every part and parcel thereof in good repair, working order and condition, and shall from time to time make or cause to be made all ordinary, necessary and proper repairs, replacements and renewals so that at all times the operation and maintenance of the Airport may be properly and advantageously conducted, and, if any useful part of the Airport is damaged or destroyed, the City shall, as expeditiously as may be possible, commence and diligently prosecute the ordinary replacement or reconstruction of such part so as to restore the same to use; provided, however, that nothing in the Indenture shall require the City to operate, maintain, preserve, repair, replace, renew or reconstruct

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any part of the Airport (1) from sources other than the Revenues or (2) if there shall have been filed with the Trustee (i) a certificate executed by an Authorized Representative of the City stating that in the opinion of the City abandonment of operation of such part is economically justified and is not prejudicial to the interests of the Owners of the Bonds or Special Facilities Indebtedness, and (ii) a consent to the filing of such certificate is given by the Trustee, which consent shall be withheld only upon reasonable grounds. The Trustee shall hold such certificates as a repository and may conclusively rely on and shall have no duty to investigate the accuracy thereof.

Notwithstanding anything to the contrary contained herein, the City and the Airport Commission shall at all times operate and maintain the Airport so long as there are any Outstanding Bonds or Special Facilities Indebtedness under the Indenture. Operation and maintenance of the Airport may not be transferred by the City or the Airport Commission to another entity and may not be assumed by any other entity so long as there are any Outstanding Bonds or Special Facilities Indebtedness under Indenture; provided, however, that the City and the Airport Commission may enter into agreements with third party vendors, consultants and contractors for specific aspects or portions of the operation or maintenance of the Airport or the construction of capital projects at the Airport.

B. To the extent permitted by law and deemed necessary by the City for the efficient or economical operation and maintenance of the Airport, it shall maintain, preserve and renew all the franchises, rights, powers and privileges acquired, owned or held by it.

C. The City shall establish and enforce reasonable rules and regulations governing the operation, maintenance, use and services of the Airport.

Section 810. Rates and Charges.

The City will, at all times while any General Revenue Bonds shall be Outstanding, establish, fix, prescribe and collect such rates, fees, rentals and other charges for the use of the Airport as shall be reasonably anticipated to provide in each Fiscal Year an amount so that the Revenues, together with the Transfer Amount for each Fiscal Year and any other revenues of the Airport available for such purposes, shall be sufficient to: (A) pay at least 1.25 times the Aggregate Debt Service on all Outstanding General Revenue Bonds for such Fiscal Year, (B) pay 1.0 times the Aggregate Debt Service on all Outstanding Subordinated General Revenue Bonds for such Fiscal Year, and (C) provide the funds necessary to make the required deposits in and maintain the several Funds and Accounts established in Article V hereof, and in any event as shall be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues under the Indenture. For purposes of this Section 810, the Transfer Amount shall not exceed the Coverage Amount.

In the event that Revenues, together with the Transfer Amount, for any Fiscal Year are less than the amounts specified above, but the City has, prior to or during the next succeeding Fiscal Year, promptly taken all lawful measures to revise the schedule of rates, fees, rentals and other charges as required by the provisions above, such deficiency in Revenues, together with the Transfer Amount, will not constitute an Event of Default under the Indenture. Nevertheless, if after taking the measures required by the provisions set forth above to revise the schedule of rates, tolls, fees, rentals and other charges, Revenues, together with any the Transfer Amount, in the next

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succeeding Fiscal Year (as evidenced by the audited financial statements of the City for such Fiscal Year) are less than the amounts specified above, such deficiency in Revenues, together with the Transfer Amount, will constitute an Event of Default under the Indenture, subject, however, to the provisions of Section 901.B hereof.

The City covenants that if, while any General Revenue Bonds remain Outstanding, the Revenues, together with Transfer Amount in any Fiscal Year is less than the amounts specified above, the City shall retain and direct an Airport Consultant to make recommendations as to the revision of the City's schedule of rates, fees, rentals and charges for the use of the Airport. After receiving such recommendations, the City shall take such action as it deems appropriate to become compliant with the provisions of this Section 810 hereof in the next Fiscal Year.

Section 811. Insurance.

A. So long as any Bonds are Outstanding the City shall at all times carry insurance or cause insurance to be carried, including the City as an insured as its interest may appear, with a responsible insurance company or companies authorized and qualified under the laws of any state of the United States of America to assume the risk thereof, covering such properties of the Airport as are customarily insured, and against loss or damage from such causes as are customarily insured against by public or private corporations engaged in a similar type of business, all in accordance with the annual written recommendations of the Insurance Consultant.

B. Any proceeds of insurance for the Airport shall, except as provided in Section 503.C hereof, to the extent necessary and desirable, be applied to the repair and replacement of any damaged or destroyed properties of the Airport. If any of said proceeds received are not used or committed for use with respect to the repair or replacement of Airport property within twenty-four (24) months of receipt, such proceeds shall be paid into the Development Fund.

Section 812. Condemnation.

The City covenants that, in the event that the Airport or any part thereof is taken by the exercise of eminent domain, any proceeds received in connection with such exercise of eminent domain shall, to the extent necessary and desirable, be applied to the replacement of the Airport or such part thereof. If any of said proceeds received are not applied to or committed for use with respect to such replacement within twenty-four (24) months of receipt, such proceeds shall be paid into the Development Fund.

Section 813. Airport Consultant.

The City shall employ an Airport Consultant from time to time whenever and for the purposes contemplated by the Indenture. Such Airport Consultant shall be an airport consultant or airport consultant firm or business entity having a national and favorable reputation for skill and experience with respect to the operation and maintenance of airports, in recommending rental and other charges for use of airport facilities and in projecting revenues to be derived from the operation of airports.

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Section 814. Consulting Engineers.

The City shall employ Consulting Engineers from time to time whenever and for the purposes contemplated or required by the Indenture. Such Consulting Engineers shall be licensed professional engineers or engineering firms or business entities having a wide and favorable reputation for skill and experience in the construction, operation and maintenance of airport facilities.

Section 815. Budgets.

A. Not less than five (5) Business Days prior to the beginning of each Fiscal Year, the City (through the Airport Commission) shall prepare and file with the Trustee an Annual Budget for the ensuing Fiscal Year. Such Annual Budget shall set forth in reasonable detail with respect to the next ensuing Fiscal Year:

- (1) An estimate of the Revenues expected to be derived from the Airport;
- (2) A statement of the estimated Operation and Maintenance Expenses;
- (3) A statement of any unusual and extraordinary expenses of operation or maintenance which might be reasonably anticipated and an estimate of the cost thereof;
- (4) A statement of what replacements to the Airport may be anticipated and the estimated cost thereof;
- (5) A statement of the amount of interest expected to become due on Bonds and any Special Facilities Indebtedness then Outstanding;
- (6) A statement of the principal of such Bonds or Special Facilities Indebtedness which will become due absolutely by their terms;
- (7) The amounts, if any, to be paid into the Funds and Accounts in accordance with Section 504 hereof; and
- (8) A statement of the total amount anticipated to be payable from Revenues.

The City (through the Airport Commission) may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year. Copies of any amended Annual Budget shall be promptly filed with the Trustee. The Trustee shall hold such certificates as a repository and may conclusively rely on and shall have no duty to investigate the accuracy thereof. The Annual Budget and any amendments thereto shall be available at the offices of the Trustee for inspection by the Bondholders.

B. Not less frequently than every five (5) Fiscal Years, the City (through the Airport Commission) shall prepare and file with the Trustee a Capital Budget for the Airport for the ensuing five (5) Fiscal Years. The Capital Budget shall set forth in reasonable detail the anticipated necessary or appropriate major capital improvements to the Airport during the succeeding five (5) year period, the estimated Cost of Construction of such capital improvements and the

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anticipated sources of funds for the payment of such costs, including, without limitation, transfers from the Development Fund and the Contingency Fund, Bonds issued pursuant to the Indenture and federal, state or local grants. The City (through the Airport Commission) may at any time and from time to time adopt an amended Capital Budget for the remainder of the five (5) Fiscal Years covered thereby and shall promptly file any such amendment with the Trustee. The Capital Budget and any amendments thereto shall be available at the offices of the Trustee for inspection by the Bondholders.

Section 816. Accounts and Reports.

A. The City, through the Airport Commission and the Comptroller, shall keep or cause to be kept proper books of record and account of the Airport (separate from all other records and accounts of the City) in which complete and correct entries shall be made of its transactions relating to the Revenues and each Fund or Account, and which shall at all times be subject to the inspection of the Trustee and the Owners of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

B. The Trustee shall advise the City promptly after the end of each Fiscal Year (or, at the request of the City, at more frequent intervals) of the respective transactions during such Fiscal Year relating to each Fund or Account held by the Trustee under the Indenture. The City shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the Trustee with respect to the Funds and Accounts held by the Trustee under the Indenture.

C. The City shall annually, within 210 days after the close of each Fiscal Year, cause an audit to be made of its books and accounts relating to the Airport for such Fiscal Year by an Independent and recognized certified public accountant or firm of Independent certified public accountants not in the regular employ of the City. Each such audit report shall set forth with respect to such Fiscal Year:

- (1) a statement of financial condition of the Airport as of the end of such Fiscal Year and the related statement of revenues and expenses for the Fiscal Year then ended;
- (2) a summary with respect to each Fund or Account of the receipts therein and disbursements therefrom;
- (3) the details of all Bonds issued, paid, purchased or redeemed;
- (4) the amounts on deposit at the end of such Fiscal Year to the credit of each Fund or Account showing the respective amounts on deposit to the credit thereof in each Authorized Depository under the Indenture and any security held therefor, and showing the details of any investment thereof;
- (5) the amounts of the proceeds received from any sales of property constituting part of the Airport; and
- (6) a list of all insurance policies with respect to the Airport or certificates thereof then held by the City or the Trustee.

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D. The City shall file with the Trustee (1) promptly upon becoming aware of any Event of Default or default in the performance by the City of any covenant, agreement or condition contained in the Indenture (which is not a reportable event under the Securities and Exchange Commission's Rule 15c2-12 that has been timely posted on EMMA pursuant to such rule), a certificate signed by an Authorized Representative of the City and specifying such Event of Default or default and (2) within one hundred-fifty (150) days after the end of each Fiscal Year, a certificate signed by an Authorized Representative of the City stating that, to the best of such Authorized Representative of the City's knowledge and belief, the City has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Indenture and there does not exist at the date of such certificate any default by the City under the Indenture or any Event of Default or other event which, with the giving of notice or the lapse of time specified in Section 901 hereof, or both, would become an Event of Default, or, if any such default or Event of Default or other event shall so exist, specifying the same and the nature and status thereof. The Trustee shall hold such certificates as a repository and may conclusively rely on and shall have no duty to investigate the accuracy thereof.

E. The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Indenture shall be available for the inspection of Bondholders at the office of the Trustee and shall be mailed to each Bondholder who shall file a written request therefor with the City. The City may charge each Bondholder requesting such reports, statement and other documents a reasonable fee to cover reproduction, handling and postage.

Section 817. Completion of Additional Projects.

The City shall continue to completion the acquisition and construction of each Additional Project with all practical dispatch and in a sound and economical manner. Subject to its obligations in Section 824 hereof, the City may modify or cancel, in whole or in part and from time to time, any Additional Project to the extent such modification or cancellation, together with any other prior or contemplated modification or cancellation, shall not adversely affect the revenue producing capabilities of the Airport.

Section 818. Covenants by the City with Respect to Agreements.

The City shall take all necessary or appropriate action to maintain in full force and effect and enforce its rights under all existing agreements, including, without limitation, landing agreements, rental agreements, use agreements and cargo agreements, to which it is a party with respect to the Airport. The City further hereby covenants that it will not enter into any agreements (including modifications or waivers of the terms or provisions of existing agreements) with airlines or other parties with respect to the properties and facilities of the Airport which would compromise or limit the ability of the City to meet its covenants under the Indenture.

Section 819. Covenants with Respect to Airports and Aviation Facilities.

Nothing herein contained shall prohibit the City from acquiring or constructing a new airport or any other aviation facility at any other location and financing the same from moneys other than the proceeds of Bonds or Revenues generated by the Airport. The City hereby covenants that it will not acquire or construct any such airport or aviation facility as aforesaid unless a

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certificate is received from the Airport Consultant and filed with the Trustee to the effect that such airport or aviation facility will not impair the City's ability to meet its obligations under the Indenture.

Section 820. Special Facilities.

A. The City or any other public corporation or public instrumentality shall be authorized to finance from the proceeds of obligations, other than General Revenue Bonds, issued by the City or such other public corporation or public instrumentality which are payable from CFC Revenues, PFC Revenues which do not constitute Pledged PFC Revenues and other revenues which do not constitute Revenues, to finance capital improvements or facilities to be located on any property included under the definition of Airport ("Special Facilities") without regard to any requirements of the Indenture with respect to the issuance of Additional Senior General Revenue Bonds, provided:

(1) Such obligations are payable solely from revenues, rentals, payments or other charges (and not Revenues) derived by the City or such other public corporation or public instrumentality under a lease, sale or other agreement entered into between the City or such other public corporation or public instrumentality and the person which will be utilizing or managing the Special Facilities to be financed, including CFC Revenues, PFC Revenues which do not constitute Pledged PFC Revenues and other revenues which do not constitute Revenues;

(2) There shall be filed with the Trustee prior to the issuance of such obligations a certificate of the Airport Consultant certifying that the estimated revenues pledged to such Special Facility Indebtedness including rentals, payments or other charges (including interest earnings on any reserves) to be derived by the City or such other public corporation or public instrumentality from the lease, sale, management or other agreement with respect to the Special Facilities to be financed will be at least sufficient to pay the principal of and interest on such obligations, all costs of operating and maintaining such Special Facilities and all sinking fund, reserve or other payments required by the resolution, ordinance or indenture securing such obligations;

(3) There shall be filed with the Trustee prior to the issuance of such obligations or pledge of such revenues, rentals, payments or other charges a certificate of the Airport Consultant certifying that the construction, operation and maintenance of the Special Facilities to be financed will not decrease the Revenues presently projected to be derived from the Airport; and

(4) If applicable, in addition to all revenues, rentals, payments or other charges with respect to the Special Facilities to be financed, a fair and reasonable rental for the land owned by the City upon which said Special Facilities are to be constructed shall be charged by the City, and any such ground rent shall be deemed Revenues derived from the Airport.

B. The provisions of this Section 820 shall not be applicable to or otherwise be deemed to limit the right of the City or any other public corporation or public instrumentality to finance

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the expansion, relocation or other improvement of any airline aviation fueling facilities or in-flight meal preparation facilities located at the Airport on the date of the Original Indenture.

Section 821. Fulfillment of Conditions Precedent.

Upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution or statutes of the State or the Indenture to exist, to have happened and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed and such Bonds, together with all other indebtedness of the City, shall be within every applicable debt and other limit prescribed by said Constitution or statutes.

Section 822. Payment of Lawful Charges.

The City shall pay from the Revenues all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Airport, or upon any part thereof or upon any Revenue therefrom, when the same shall become due, and shall duly observe and comply with all legal requirements of any municipal or governmental authority applicable to any part of each Additional Project, and shall not create or suffer to be created any lien or charge upon the Airport or any part thereof or upon the Revenues therefrom, except the pledge and lien created by or permitted under the Indenture for the payment of the principal and Redemption Price of and interest on the Bonds. The City shall pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within ninety (90) days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects; provided, however, that nothing contained in this Section 822 shall require the City to pay or cause to be discharged or make provision for any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate administrative and legal proceedings.

Section 823. Compliance with Law.

The City shall observe and comply with all acts, rules, regulations, orders and directions applicable to the Airport or the City, of any legislative, executive, administrative or judicial body having lawful jurisdiction thereover.

Section 824. Tax Covenants.

A. The City shall at all times do and perform, or cause to be done and performed, all acts and things permitted by law and necessary in order to assure that the interest paid on the Bonds which are Tax Exempt Bonds shall, for the purpose of federal income taxation, be excludable from the gross income of the recipients thereof and exempt from such taxation, except in the case of any Bond which is a "private activity bond" which is held by a person who is a "substantial user" or a "related person" within the meaning of Section 147(a) of the Code or except in the event that interest on the Bonds is subject to any other federal income tax otherwise applicable to obligations, the interest on which is excluded from gross income under Section 103 of the Code.

B. The City shall not permit at any time or times any of the proceeds of the Tax Exempt Bonds or any other funds of the City to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Tax Exempt Bond issued pursuant to the Indenture to be an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. In

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addition, the City shall not permit at any time or times, any moneys or securities in any Fund or Account created or continued hereunder to be invested or held in such manner so as to cause any Tax Exempt Bond issued pursuant to the Indenture to be an "arbitrage bond" as aforesaid.

C. The City shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Tax Exempt Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the Funds and Accounts established under the Indenture and available therefor.

D. The City agrees to continually comply with the provisions of any Tax Certificate entered into in connection with each Series of Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code.

Section 825. Covenants with Credit Facility Providers, Liquidity Facility Providers and Reserve Account Providers.

The City may make such covenants as it may, in its sole discretion, determine to be appropriate with any Credit Facility Provider, Liquidity Facility Provider, Reserve Account Facility Provider or other financial institution that shall agree to provide for Bonds of any one or more Series a Credit Facility, Liquidity Facility or Reserve Account Facility that shall enhance the security or the value of such Bonds; provided, however, such covenants may not impair the rights of any existing Bondholders in any manner that, pursuant to Section 1102, would require such Bondholder's consent, without first obtaining such consent.

Section 826. No Impairment of Rights.

At all times while any Bonds shall be Outstanding, the City shall not enter into any contract or contracts, nor take any action, the results of which would materially impair the rights of the Bondholders.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES OF BONDHOLDERS

Section 901. Events of Default.

If one or more of the following events ("Events of Default") shall happen, that is to say:

A. if default shall be made in the due and punctual payment of the principal of or Redemption Price of any General Revenue Bond, whether at maturity or by call for redemption, or otherwise, or in the due and punctual payment of any installment of interest on any General Revenue Bond or the unsatisfied balance of any Sinking Fund Installment therefor when and as such interest installment or Sinking Fund Installment shall become due and payable;

B. if default shall be made by the City in the performance or observance of the covenants, agreements and conditions on its part as provided in Section 810 hereof; provided, however, that a failure by the City to comply with the covenants in Section 810 hereof shall not

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constitute an "Event of Default" hereunder if, (i) within four (4) months of the end of the most recently completed Fiscal Year, the City shall retain an Airport Consultant for the purpose of making recommendations with respect to the operations of the Airport and the sufficiency of its rates, fees, rentals and other charges, (ii) the Airport Consultant shall make the required recommendations to the City within seven (7) months of the end of such Fiscal Year and file same with the Trustee; and (iii) the City shall diligently and in good faith follow the recommendations of the Airport Consultant;

C. if default shall be made by the City in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Indenture or in the General Revenue Bonds and such default shall continue for a period of sixty (60) days after written notice thereof to the City by the Trustee or to the City and to the Trustee by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the General Revenue Bonds Outstanding; provided, however, that if such default requires more than sixty (60) days to be remedied and the City proceeds with due diligence within such sixty-day period to commence to remedy such default, such sixty (60) day period shall be extended for so long as the City shall diligently and continuously pursue such remedy;

D. if the City shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State;

E. if a final non-appealable judgment for the payment of money shall be rendered against the City as the result of the construction, improvement, ownership, control or operation of the Airport and any such judgment shall not be discharged within twenty-four (24) months after the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decree or process or the enforcement thereof; or

F. if an order or decree shall be entered, with the consent or acquiescence of the City, appointing a receiver or receivers of the Airport or any part thereof, or the revenues therefrom, or if such order or decree has been entered without the consent or acquiescence of the City, such order or decree shall not be vacated or discharged, stayed or appealed within ninety (90) days after the entry thereof.

Section 902. Accounting and Examination of Records After Default.

A. The City covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the City and all other records relating to the Airport shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys, including any engineer or firm of engineers appointed to act on behalf of the Trustee.

B. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Revenues and other moneys, securities and funds pledged or held under the Indenture for such period as shall be stated in such demand.

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Section 903. Application of Revenues and Other Moneys After Default.

A. The City covenants that if an Event of Default shall happen and shall not have been remedied, the City, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (1) forthwith, all moneys, securities and funds then held by the City in any Fund or Account (other than the Rebate Fund), and (2) all Pledged Revenues as promptly as practicable after receipt thereof. In no event shall any General Revenue Bonds be subject to acceleration upon an Event of Default.

B. During the continuation of an Event of Default, the Trustee shall apply such moneys, securities, funds and Revenues and the income therefrom as follows and in the following order.

- (1) to the payment of the reasonable and proper charges and expenses of the Trustee and the reasonable fees and disbursements of its counsel;
- (2) to the payment of the Operation and Maintenance Expenses of the Airport;
- (3) to the payment of the interest and principal or Redemption Price then due on the General Revenue Bonds, subject to the provisions of this Section 903 as follows:
 - (a) unless the principal of all of the General Revenue Bonds shall have become or have been declared due and payable,

First: To the payment to the persons entitled thereto of all installments of interest then due on the General Revenue Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the General Revenue Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any General Revenue Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the General Revenue Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) if the principal of all of the General Revenue Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the General Revenue Bonds without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, or of any General Revenue Bond over any other General Revenue Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the General Revenue Bonds.

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C. If and whenever all overdue installments of interest on all General Revenue Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the City under the Indenture, including the principal and Redemption Price of and accrued unpaid interest on all General Revenue Bonds which shall then be payable by declaration or otherwise, shall either be paid by or for the account of the City, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Indenture or the General Revenue Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the City all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of the Indenture to be deposited or pledged, with the Trustee), and thereupon the City and the Trustee shall be restored, respectively, to their former positions and rights under the Indenture. No such payment over to the City by the Trustee or such restoration of the City and the Trustee to their former positions and rights shall extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Section 904. Proceedings Brought by Trustee.

A. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the General Revenue Bonds Outstanding or the Credit Facility Provider shall proceed, to protect and enforce its rights and the rights of the Owners of the General Revenue Bonds under the Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the City as if the City were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under the Indenture.

B. All rights of action under the Indenture may be enforced by the Trustee without the possession of any of the General Revenue Bonds or the production thereof at the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

C. The Owners of not less than fifty-one percent (51%) in aggregate principal amount of the General Revenue Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Bondholders not parties to such direction. For purposes of this Section 904.C, all actions permitted to be taken hereunder by the Owners of any General Revenue Bonds insured by a Credit Facility Provider may be taken by such Credit Facility Provider without any action being taken by such Owners. Any action taken by such Credit Facility Provider shall be deemed to be action taken by such Owners.

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D. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

E. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Owners of not less than fifty-one percent (51%) in aggregate principal amount of the General Revenue Bonds then Outstanding or the Credit Facility Providers, and furnished with reasonable security and indemnity, shall be under no obligation to, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interest of the Bondholders.

Section 905. Restriction on Bondholders' Action.

A. No Owner of any General Revenue Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Indenture or the execution of any trust under the Indenture or for any remedy under the Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article IX, and the Owners of at least twenty-five percent (25%) in aggregate principal amount of the General Revenue Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Indenture or by the laws of the State or to institute such action, suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request for a period of thirty (30) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of General Revenue Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by the Indenture, or to enforce any right under the Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of the Indenture shall be instituted, had and maintained in the manner provided in the Indenture and for the equal benefit of all Owners of the Outstanding General Revenue Bonds.

B. Nothing in the Indenture or in the General Revenue Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay, from the sources herein specified, at the respective dates of maturity and places herein expressed, the principal of and interest on the General Revenue Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of such Owner's General Revenue Bond.

Section 906. Remedies Not Exclusive.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy

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shall be cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity or by statute on or after the date of adoption of the Indenture.

Section 907. Effect of Waiver and Other Circumstances.

A. No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein; and every power and remedy given by this Article IX to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

B. Prior to the declaration of maturity of the General Revenue Bonds as provided in Section 901 hereof, the Owners of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the General Revenue Bonds at the time Outstanding, or their attorneys-in-fact duly authorized, may on behalf of the Owners of all of the General Revenue Bonds waive any past default under the Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the General Revenue Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon. For purposes of this Section 907.B, all actions permitted to be taken hereunder by the Owners of any General Revenue Bonds insured by a Credit Facility Provider may be taken by such Credit Facility Provider without any action being taken by such Owners. Any action taken by such Credit Facility Provider shall be deemed to be action taken by such Owners.

Section 908. Notice of Default.

The Trustee shall promptly upon becoming aware of any Event of Default under Section 901.A or, upon receipt of written notice of any Event of Default, promptly post written notice of the occurrence of such Event of Default to EMMA. If in any Fiscal Year Revenues shall be insufficient to comply with the provisions of Section 810 hereof, the Trustee, on or before the thirtieth (30th) day after receipt of the annual audit, shall post to EMMA written notice of such failure. Notwithstanding anything herein to the contrary, the only remedy for the failure by the Trustee to post any notice with EMMA shall be an action by the holders, as applicable, in mandamus for specific performance or similar remedy to compel performance.

ARTICLE X

CONCERNING THE FIDUCIARIES

Section 1001. Trustee; Acceptance of Duties.

A. The Trustee hereby accepts the duties and obligations imposed upon it by the Indenture, but only, however, upon the express terms and conditions set forth in the Indenture and no implied covenants or obligations shall be read into the Indenture against the Trustee.

B. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver

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appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

C. The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Third Restated Indenture or any financing statements (other than continuation statements) in connection therewith, or for insuring any Additional Project or collecting any insurance moneys, or for the validity of the execution by the City of this Third Restated Indenture or of any Issuing Instrument or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Article VII hereof.

D. The Trustee makes no representations as to the value or condition of the Pledged Funds or any part thereof, or as to the validity or sufficiency of this Third Restated Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Third Restated Indenture. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee.

E. The permissive right of the Trustee to do things enumerated in this Third Restated Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct. Such standard of care is not considered a fiduciary standard nor shall the Trustee be considered a Fiduciary in the performance of its duties hereunder, except as otherwise provided herein.

F. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder unless the Trustee has actual knowledge of such default or shall have been notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

G. Before taking any action under this Third Restated Indenture (other than making any payment of principal, premium or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, reasonable and documented attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct.

H. The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

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I. None of the provisions of this Third Restated Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

J. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.

Section 1002. Paying Agents; Appointment and Acceptance of Duties.

A. The Trustee hereby accepts its appointment as a Paying Agent. The City (through the Funds Committee) shall appoint one or more Paying Agents for the Bonds of each Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 1013 hereof for a successor Paying Agent.

B. Each Paying Agent (other than the Trustee) shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the City and to the Trustee a written acceptance thereof.

C. Unless otherwise provided, the principal corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the City for the payment of the interest on and principal or Redemption Price of the Bonds.

Section 1003. Responsibilities of Fiduciaries.

A. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Indenture or of any Bonds issued thereunder or as to the security afforded by the Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of Section 1003.B hereof, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

B. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case any Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent man would

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exercise or use under the circumstances in the conduct of his own affairs. Any provision of the Indenture relating to action taken or to be taken by the Trustee or to evidence action upon which the Trustee may rely shall be subject to the provisions of this Section 1003.

Section 1004. Evidence on Which Fiduciaries May Act.

A. Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of the Indenture, shall examine such instrument to determine whether it conforms to the requirements of the Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Any action taken by a Fiduciary pursuant to this Third Restated Indenture upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof. Each Fiduciary may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith and in accordance therewith.

B. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an applicable Authorized Representative of the City, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Indenture upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

C. Except as otherwise expressly provided in the Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an applicable Authorized Representative of the City.

Section 1005. Compensation.

The City shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under the Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Indenture, and each Fiduciary shall have a lien therefor on any and all funds at any time held by it under the Indenture. If it should become necessary that the Fiduciary perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary costs and expenses are occasioned by the negligence or misconduct of the Fiduciary, it shall not be entitled to compensation or reimbursement therefor. Notwithstanding anything in the Indenture to the contrary, no Fiduciary shall be entitled to payment from or have any claim or lien on moneys paid

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under a Credit Facility or a Liquidity Facility or on moneys representing the proceeds of remarketing of Bonds under the Indenture or any Issuing Instruments.

Section 1006. Certain Permitted Acts.

Any Fiduciary may become the Owner of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as an Authorized Depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 1007. Resignation of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by the Indenture by giving not less than ninety (90) days' written notice to the City and posting notice of such resignation with the Municipal Securities Rulemaking Board via its EMMA system or any successor thereto, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the City (through the Funds Committee) or the Bondholders as provided in Section 1009 hereof, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, that in no event shall the resignation of the Trustee become effective until a successor Trustee shall have been appointed pursuant to the provisions of this Article X.

Section 1008. Removal of Trustee.

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Owners of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City (through the Funds Committee) may remove the Trustee at any time, except during the existence of any Event of Default, with or without cause by filing a written instrument with the Trustee.

Section 1009. Appointment of Successor Trustee.

A. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the City. Such appointment shall be by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee and notification thereof being given to the City and the predecessor Trustee; provided, nevertheless, that unless a successor Trustee shall have been appointed by the Bondholders as aforesaid, the City (through the Funds Committee) by a duly executed written instrument signed by an Authorized Representative of the City shall

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forthwith appoint a Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders as authorized in this Section 1009. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by the Bondholders.

B. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 1009 within forty-five (45) days after the Trustee shall have given to the City written notice as provided in Section 1007 hereof or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

C. Any Trustee appointed under the provisions of this Section 1009 in succession to the Trustee shall be a bank, trust company, or national banking association organized and doing business under the laws of the United States or any state thereof that (i) is a member of the Federal Deposit Insurance Corporation, (ii) has capital stock and surplus aggregating at least \$100,000,000, and (iii) is willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture; provided that, if no such institution meeting all of the foregoing requirements is willing and able to serve, the successor Trustee shall meet as many of the foregoing requirements as is reasonably practicable.

The City shall mail notice of any such appointment made by it to each Holder of Bonds within twenty (20) days after such appointment and the City shall post notice of any such appointment made by it to EMMA within twenty (20) days after such appointment. Notwithstanding anything herein to the contrary, the only remedy for the failure by the City to post any notice with EMMA shall be an action by the Holders, as applicable, in mandamus for specific performance or similar remedy to compel performance.

Section 1010. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also the City, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but the Trustee ceasing to act shall nevertheless, in the written request of the City, or of the successor Trustee, and upon the payment of the fees and expenses owed to the predecessor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under the Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, power and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so

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far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify all Paying Agents of its appointment as Trustee.

Section 1011. Merger or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, shall have a net worth after such merger, conversion, consolidation, sale or transfer at least equal to the net worth of the Fiduciary immediately prior thereto, and shall be authorized by law to perform all the duties imposed upon it by the Indenture, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 1012. Adoption of Authentication.

In case any of the Bonds contemplated to be issued under the Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in the Indenture provided that the certificate of the Trustee shall have such full force.

Section 1013. Resignation or Removal of Paying Agent and Appointment of Successor.

A. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least ninety (90) days' written notice to the City, the Trustee, and the other Paying Agents. Any Paying Agent may be removed by the City (through the Funds Committee) with or without cause at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Representative of the City. Any successor Paying Agent shall be appointed by the City (through the Funds Committee) with the approval of the Trustee and shall be a bank, trust company, or national banking association organized and doing business under the laws of the United States or any state thereof that (i) is a member of the Federal Deposit Insurance Corporation, (ii) has capital stock and surplus aggregating at least \$100,000,000, (iii) is willing and able to accept the office on reasonable and customary terms, and (iv) is authorized by law to perform all the duties imposed upon it by the Indenture; provided that, if no such institution meeting all of the foregoing requirements is willing and able to serve, the successor Paying Agent shall meet as many of the foregoing requirements as is reasonably practicable.

B. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there is no successor, to the Trustee. In the event that for any reason there shall be vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

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Section 1014. Pledged Funds May Be Vested in Separate or Co-Trustee.

A. The City may find it necessary or desirable to appoint an additional individual or institution as a co-trustee or separate trustee in connection with the Bonds or any Series of Bonds, and the City and/or the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

B. In the event that the City and/or the Trustee appoints an additional individual or institution as a co-trustee or separate trustee in connection with the Bonds or any Series of Bonds, each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by the Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee, but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

C. Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the City and/or the Trustee for more fully and certainly vesting in and confirming to the co-trustee or separate trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

D. In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

ARTICLE XI

MODIFICATION OF INDENTURE

Section 1101. Modification of Indenture Without Consent of Bondholders.

The City and the Trustee may, from time to time and at any time, and without the consent of the Owners, enter into such Supplemental Indentures or Issuing Instruments amending the provisions of the Indenture as shall not materially adversely affect the interests of the Bondholders hereunder (and the provisions of such Supplemental Indentures or Issuing Instruments shall thereafter form a part hereof), including, without limitation, Supplemental Indentures or Issuing Instruments for any one or more of the following purposes:

A. to cure any ambiguity, inconsistency, defect, inconsistency or omission in the Indenture or in any Supplemental Indenture or Issuing Instrument; or

B. to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders or the Trustee, including the pledge or commitment of additional Revenues or other funds; or

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C. to provide for the issuance of a Series or multiple Series of Bonds or Special Facilities Indebtedness pursuant to the provisions of Article III and Article V hereof (as applicable) and to set forth the terms and details thereof and the special provisions that shall apply to such Bonds or Special Facilities Indebtedness and the disposition of the proceeds from the sale thereof, in the manner and to the extent authorized by Article III and Article V hereof (as applicable) or to provide for the issuance of a Series or multiple Series of Bonds or Special Facilities Indebtedness pursuant to a book-entry system or as uncertified registered public obligations; or

D. to comply with the requirements of the Trust Indenture Act, or to modify, amend or supplement this Third Restated Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds or Special Facilities Indebtedness for sale under the securities laws of any of the states of the United States of America; or

E. to confirm, as further assurance, any interest of the Trustee in and to the pledge of Net Revenues or in and to the Funds, Accounts and subaccounts held by the Trustee or in and to any other moneys, securities or funds of the City provided pursuant to the Indenture or to otherwise add additional security for the Bondholders or to provide for the designation of a co-trustee who shall have the same qualifications as provided for a successor Trustee in Section 1009 hereof; or

F. to add to the covenants and agreements of the City in the Indenture other covenants and agreements, or to surrender any right or power reserved or conferred upon the City, provided such supplement or amendment shall not adversely affect the interests of the Bondholders; or

G. to qualify the Bonds or a Series of Bonds or Special Facilities Indebtedness for a rating or ratings from a Rating Agency; or

H. to accommodate the technical, operational, maintenance and structural features of Bonds or Special Facilities Indebtedness, including, but not limited to, changes needed to accommodate Commercial Paper, Variable Rate Bonds, Tender Bonds, Option Bonds, auction bonds, swaps, discounted or compound interest bonds, capital appreciation bonds or other forms of indebtedness which the City from time to time deems appropriate to incur; or

I. to make modifications or adjustments necessary, appropriate or desirable to accommodate the use of a Credit Facility for specific Bonds or Special Facilities Indebtedness or a specific Series of Bonds or Special Facilities Indebtedness; or

J. to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the interest on the Bonds or Special Facilities Indebtedness that are Tax Exempt Bonds from being included in gross income for federal income tax purposes, including, without limitation, the segregation of Revenues, Net Revenues or any other Pledged Funds into different Funds or Accounts; or

K. to make any other change or modification of the terms hereof which, in the judgment of the City, is not materially adverse to the rights or interests of the Bondholders.

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Before the City shall, pursuant to this Section 1101, execute any Supplemental Indenture or Issuing Instrument, there shall have been delivered to the City and the Trustee an opinion of Bond Counsel to the effect that such Supplemental Indenture or Issuing Instrument: (1) is authorized or permitted by the Indenture and other applicable law, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and (2) will not cause interest on any of the Bonds or Special Facilities Indebtedness, then Outstanding, which is then excluded from gross income of the recipient thereof for federal income tax purposes to be included in gross income for federal income tax purposes. The opinion of Bond Counsel required pursuant to clause (1) in the preceding sentence shall not be required for a Supplemental Indenture or Issuing Instrument executed and delivered in accordance with Section 1101.C. hereof.

Section 1102. Modification of Indenture That Requires Consent of Bondholders.

A. Subject to the terms and provisions of this Section 1102 and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Outstanding Senior General Revenue Bonds shall have the right, from time to time, notwithstanding anything contained in the Indenture to the contrary, to consent to and approve the execution by the City and the Trustee, as the case may be, of such Supplemental Indentures as shall be deemed necessary or desirable by the City for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in the Indenture or in any Issuing Instrument; provided, however, that nothing contained herein shall permit, or be construed as permitting (1) an extension of the maturity of principal of or the interest on any Senior General Revenue Bonds issued hereunder; or (2) a reduction in the principal amount of any Senior General Revenue Bonds or the rate of interest thereon; or (3) the creation of a lien upon or pledge of the Pledged Funds ranking prior to the lien or pledge created by the Indenture for the Senior General Revenue Bonds or any change in the terms of the Indenture that adversely affects the lien on the Pledged Funds created hereby or in any Issuing Instrument in any material respect as to such Senior General Revenue Bonds; or (4) a preference or priority of any Senior General Revenue Bonds of one lien over any other Senior General Revenue Bonds of the same lien; or (5) a reduction in the amount of the Senior General Revenue Bonds required for consent to such Supplemental Indenture. Nothing herein contained, however, shall be construed to require the approval by Bondholders of the execution of any Supplemental Indenture as authorized by Section 1101 hereof.

B. If at any time the City shall request the Trustee to enter into any Supplemental Indenture for any of the purposes of this Section 1102, then the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be filed with EMMA and mailed, postage prepaid, to all Holders of Senior General Revenue Bonds then Outstanding at their addresses as they appear on the registration books and the City shall reimburse the Trustee for all reasonable and documented expenses incurred by it in connection therewith. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture for purposes set forth in Section 1102.A above, and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Holders of Senior General Revenue Bonds then Outstanding. To the extent the Holders have authorized communication of such notices by other format (e.g., electronic or otherwise) such format may be used in lieu of mailing such notice.

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C. Whenever the City shall deliver to the Trustee an instrument or instruments purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Outstanding Senior General Revenue Bonds, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form which accompanied such notice to the Owners of such Senior General Revenue Bonds, or otherwise referred to in such notice as on file with the Trustee, thereupon, the Trustee may execute such Supplemental Indenture in substantially such form, without liability or responsibility to any Holders of Senior General Revenue Bonds then Outstanding, whether or not such Bondholder shall have consented thereto. The foregoing notwithstanding, for the purposes of this Section 1102, the purchasers of the Senior General Revenue Bonds of a Series, whether purchasing as underwriters, for resale or otherwise, upon such purchase from the City, may consent to a modification or amendment permitted by this Section 1102 in the manner provided herein and with the same effect as a consent given by the Owner of such Senior General Revenue Bonds, except that no proof of ownership or a separate written consent from such purchasers shall be required; provided, that a statement to the effect that by acceptance thereof such purchasers shall be deemed to have consented to such amendments shall be disclosed prominently in such Senior General Revenue Bonds or the offering document, if any, for each Series of Senior General Revenue Bonds issued pursuant to the Indenture; provided further that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser's consent thereto shall be described in the offering document prepared in connection with the primary offering of the Senior General Revenue Bonds of such Series by the City.

D. If the Holders of not less than a majority in aggregate principal amount of the Outstanding Senior General Revenue Bonds at the time of the execution of proposed Supplemental Indenture for purposes set forth in Section 1102.A above shall have consented to and approved the execution thereof as herein provided, no Holders of Senior General Revenue Bonds then Outstanding shall have any right to object to the execution of such Supplemental Indenture or to object to any of the terms and provisions contained therein or in the operation and maintenance thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

E. Upon the execution of any Supplemental Indenture pursuant to the provisions of Section 1102.A above, the Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture of the City and the Trustee and the Holders of all Senior General Revenue Bonds then Outstanding, as applicable, shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

F. Notwithstanding anything herein to the contrary, the City may, from time to time and at any time, execute a Supplemental Indenture which amends the provisions of an earlier Supplemental Indenture or Issuing Instrument under which a Series or multiple Series of Senior General Revenue Bonds were issued. If such Supplemental Indenture is executed for one of the purposes set forth in Section 1101 hereof, no notice to or consent of the Bondholders shall be required. If such Supplemental Indenture contains provisions which affect the rights and interests of less than all Series of Senior General Revenue Bonds Outstanding and this Section 1101 hereof

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is not applicable, then the provisions of this paragraph rather than the paragraph above shall control and, subject to the terms and provisions contained in this paragraph and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Senior General Revenue Bonds of all Series which are affected by such changes shall have the right from time to time to consent to any Supplemental Indenture deemed necessary or desirable by the City for the purposes of modifying, altering, amending, supplementing or rescinding any of the terms or provisions contained in such Supplemental Indenture and affecting only the Senior General Revenue Bonds of such Series; provided, however, that, unless approved in writing except as otherwise provided herein, by the Holders of all the Senior General Revenue Bonds of all the affected Series then Outstanding, nothing herein contained shall permit, or be construed as permitting, (1) a change in the scheduled times, amounts or currency of payment of the principal of or interest on any Outstanding Senior General Revenue Bonds of such Series or (2) a reduction in the principal amount or redemption price of any Outstanding Senior General Revenue Bonds of such Series or the rate of interest thereon. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Indenture as authorized in Section 1101 hereof, including the granting, for the benefit of particular Series of Senior General Revenue Bonds, security in addition to the pledge of the Net Revenues.

G. For the purposes of this Section 1102, the purchasers of the Senior General Revenue Bonds of a Series, or a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Senior General Revenue Bonds, or as agent for or in lieu of Bondholders of the particular Senior General Revenue Bonds, upon such purchase from the City, may consent to a modification or amendment permitted by this Section 1102 in the manner provided herein and with the same effect as a consent given by the Owner of such Senior General Revenue Bonds, except that no proof of ownership shall be required; provided, that this provision of Section 1102 shall be disclosed prominently in the offering document, if any, for each Series of Senior General Revenue Bonds issued pursuant to the Indenture, provided that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the offering document prepared in connection with the primary offering of the Senior General Revenue Bonds of such Series by the City. Credit Facility Providers may also provide consent to amendments to the Indenture to the extent permitted under Section 1105.D below.

Section 1103. Effect of Supplemental Indenture.

Upon execution and delivery of any Supplemental Indenture entered into in accordance with the provisions of this Article XI, the Indenture or any applicable Issuing Instrument shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Indenture or the applicable Issuing Instrument of the City, the Trustee, the Paying Agent, the Bond Registrar and all Owners and Beneficial Owners shall thereafter be determined, exercised and enforced under the Indenture and the Issuing Instrument, as applicable, subject in all respects to such modifications and amendments. No Supplemental Indenture shall modify the duties, rights or obligations of a Fiduciary without the written consent of such Fiduciary.

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Section 1104. Supplemental Indenture to be Part of the Indenture.

The Trustee is authorized to join with the City in the execution of any Supplemental Indenture entered into in accordance with the provisions of this Article XI and to make the further agreements and stipulations which may be contained therein. Any Supplemental Indenture entered into in accordance with the provisions of this Article XI shall thereafter form a part of the Indenture or the Issuing Instrument which it purports to supplement or amend, and all of the terms and conditions contained in the Supplemental Indenture as to any provision authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of the Indenture or the Issuing Instrument that it purports to supplement or amend for any and all purposes. Nothing in this Article XI hereof contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, act or other instrument pursuant to the provisions of Section 805 hereof or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in the Indenture it is provided shall be delivered to said Fiduciary. A copy of every Supplemental Indenture when filed with the Trustee shall be accompanied by an opinion of Bond Counsel stating that such Supplemental Indenture has been duly and lawfully adopted in accordance with the provisions of the Indenture and is valid and binding upon the City and enforceable in accordance with its terms (except insofar as the enforcement thereof may be subject to judicial discretion, the valid exercise of the sovereign police powers of the State and of the institutional powers of the United States of America and as may be limited by any applicable bankruptcy, insolvency, moratorium or similar laws relating to the enforcement of creditors' rights).

Section 1105. General Provisions.

A. Any Supplemental Indenture referred to and permitted or authorized by Section 1101 hereof may be adopted by the City without the consent of any of the Holders of Bonds then Outstanding, but shall become effective upon the conditions, to the extent and at the time provided in said sections, respectively.

B. The Trustee is hereby authorized to execute and deliver any Supplemental Indenture referred to and permitted or authorized by Sections 1101 or 1102 hereof and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an Counsel's Opinion (which may be an opinion of Bond Counsel) as conclusive evidence that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture, or the Indenture after the effectiveness of any subsequent Supplemental Indenture or restatements of the Indenture. Subject to the foregoing, the Trustee shall approve such Supplemental Indentures provided that its duties and obligations thereunder are no greater than its duties and obligations which already exist under the Indenture, unless it shall agree to such additional duties in its consent.

C. Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XI and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent of other action taken under this Article, the City shall furnish the Trustee a certificate of an

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Authorized Representative of the City, upon which the Trustee may rely, describing all Bonds so to be excluded.

D. If a Supplemental Indenture or an amendment to the Indenture applies to a Series of Senior General Revenue Bonds or the Senior General Revenue Bonds entitled to the benefits of a Credit Facility issued by a Credit Facility Provider, then, subject to the provisions of Section 1206 hereof, the consent of the Credit Facility Provider shall be required in lieu of the consent of the Owners of the Series of Senior General Revenue Bonds or Senior General Revenue Bonds who may have otherwise had the right to consent to the amendments or modifications set forth in the Supplemental Indenture or applicable amendment. Such Supplemental Indenture or amendment shall not be effective for purposes of this Article XI unless the Trustee shall have received the written consent of such Credit Facility Provider. For purposes of Article XI, all actions required or permitted to be taken hereunder by the Owners of any Senior General Revenue Bonds insured or supported by a Credit Facility may be taken by the related Credit Facility Provider without any action being taken or required to be taken by such Owners. Any action taken by such Credit Facility Provider shall be deemed to be the action taken by such Owners.

ARTICLE XII

MISCELLANEOUS

Section 1201. Defeasance.

A. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, then the pledge of any of the Pledged Funds, and other moneys and securities pledged under the Indenture or the Issuing Instrument authorizing the issuance of such Series of Bonds and all covenants, agreements and other obligations of the City to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the City to be prepared and filed with the City and, upon the request of the City, shall execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the City all moneys or securities held by them pursuant to the Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption. If the City shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and all covenants, agreements and obligations of the City to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

As between the City and each Credit Facility Provider, payments of principal or interest on any Bond made by such Credit Facility Provider under its Credit Facility to an Owner shall not constitute payments made or caused to have been made by the City to such Owner pursuant to this

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

Section 1201 and any such payment made by such Credit Facility Provider to such Owner shall continue to be due and owing to such Credit Facility Provider (by subrogation) by the City.

B. Bonds or interest installments for payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the City of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in Section 1201.A above. All Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in Section 1201.A above if:

(1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article VI hereof notice of redemption of such Bonds on said date,

(2) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Government Securities the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal and premium, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, and all necessary and proper fees, compensation and expenses of the Trustee and Paying Agents pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee and Paying Agents, respectively, as the case may be, and

(3) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the City shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, to the Owners of such Bonds notice that the deposit required by (2) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds.

Neither Government Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Government Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Government Securities deposited with the Trustee (a) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under the Indenture, and (b) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable and legally permissible, be reinvested in Government Securities maturing at times and in amounts sufficient to pay when due the principal and premium, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be.

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

C. Notwithstanding anything in the Indenture to the contrary, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six (6) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six (6) years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, unless otherwise provided by law, at the written request of the City, be repaid by the Fiduciary to the City without liability for interest thereon, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the City for the payment of such Bonds; provided, however, that before being required to make any such payment to the City, the Fiduciary shall, at the expense of the City, cause to be mailed to the Owner of each unpaid Bond, at the address of such Owner as set forth on the Bond register maintained by the Trustee, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than forty-five (45) days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the City.

D. After payment in full of the principal of, redemption premium, if any, and interest on any Series of Bonds (or after provision has been made for the payment thereof as provided in the Indenture), the fees, charges and expenses of the Trustee and Paying Agent and any other amounts required to be paid under the Indenture relating to such Series of Bonds, all amounts remaining in the Funds and Accounts or subaccounts established with the Trustee for such Series of Bonds shall be transferred to the various subaccounts of the Debt Service Account for the Outstanding Bonds, as directed by the City, unless otherwise directed in a Supplemental Indenture adopted in accordance with the Indenture.

E. Notwithstanding any of the provisions of the Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either by paying the principal of and interest on said Bonds as they become due and payable or by depositing moneys or Government Securities which shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and redemption premium, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds and the City; provided, however, that if, at the time a deposit is made pursuant to this paragraph, the options originally exercisable on the Option Bonds are no longer exercisable, such Bonds shall not be considered Option Bonds for these purposes.

Section 1202. Evidence of Signatures of Bondholders and Ownership of Bonds.

A. Any request, consent, revocation of consent or other instrument which the Indenture may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. The fact and date of the execution by any Bondholder or his attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to such notary public or other officer the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of such officer's or such member's authority.

B. The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

C. Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect to anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1203. Prior Contracts Not Affected.

Nothing contained in the Indenture shall be construed as impairing or destroying the obligation of the City in connection with any franchise, contract, agreement, lease or other arrangement (other than ordinances of the City to the extent such ordinances are inconsistent with the terms hereof or the Charter) entered into by the City in connection with the operation and maintenance of the Airport by the City prior to the adoption of the Original Indenture, or to release any person, firm or corporation, public or private, from any debt or other obligation to the City pursuant to any such franchise, contract, agreement, lease or other arrangement.

Section 1204. Moneys Held for Particular Bonds.

The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds, shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of such Bonds.

Section 1205. Preservation and Inspection of Documents.

All documents received by any Fiduciary under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Section 1206. Concerning the Credit Facility Providers, Liquidity Facility Providers and Reserve Account Facility Providers.

To the extent that all or a portion of a Series of Bonds (i) is secured by a Credit Facility, (ii) benefits from a Liquidity Facility, (iii) has a Reserve Account Facility issued to satisfy all or a portion of the Debt Service Reserve Requirement applicable thereto, or (iv) is issued as Variable Rate Bonds, Option Bonds or other forms of Bonds having special put, purchase, redemption or marketing requirements, the provisions relating to any such Credit Facility, Liquidity Facility, Reserve Account Facility or such Variable Rate Bonds, Option Bonds or other forms of Bonds shall be set forth in the Issuing Instrument authorizing the issuance of such Series of Bonds and any related agreements with the Credit Facility Provider, Liquidity Facility Provider, Reserve Account Facility Provider, and any tender agent or remarketing agent, as applicable.

Notwithstanding anything herein to the contrary, all rights of any Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider hereunder shall cease and

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

determine if (i) such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider has failed to make any payment under its Credit Facility, Liquidity Facility or Reserve Account Facility (ii) such Credit Facility, Liquidity Facility or Reserve Account Facility shall at any time for any reason cease to be valid and binding on such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Facility Provider, Liquidity Facility Provider, Reserve Account Facility Provider or any governmental agency or authority, or such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider is denying further liability or obligation under such Credit Facility, Liquidity Facility or Reserve Account Facility (iii) a petition has been filed and is pending against such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within thirty (30) days after such filing, (iv) such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider has filed a petition, which is still pending, in voluntary bankruptcy or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented to the filing of any petition against it under any such law or (v) a receiver has been appointed for such Credit Facility Provider, Liquidity Facility Provider or Reserve Account Facility Provider under the insurance laws of any state.

Section 1207. Parties Interested Herein.

Nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries, the Credit Facility Providers and the Owners of the Bonds, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation hereof, and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries, the Credit Facility Providers and the Owners of the Bonds.

Section 1208. No Recourse on the Bonds.

No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on the Indenture against any member of the Board of Aldermen or officer of the City or any person executing the Bonds. The Bonds and the interest thereon are payable solely from the funds pledged therefor under the Indenture. The issuance of Bonds under the Indenture shall not directly or indirectly or contingently obligate the City to levy or pledge any form of taxation whatever therefor.

Section 1209. Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in the Indenture on the part of the City or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Indenture.

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

Section 1210. Notices, etc.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person (if given or delivered by hand), overnight delivery service, or sent by e-mail or other electronic means (or such other format as may be consented to or requested by such parties from time to time in writing) to the address or e-mail address set forth below and shall be deemed to have been given on the date deposited in the mail, if mailed by first class registered or certified mail, postage prepaid, addressed to the following:

To the Bondholders, addressed to their addresses as they appear on the registration books provided for in the Indenture or if such Bonds are not registered, by publication through EMMA in the manner described in Section 601 hereof.

To the City: City of St. Louis, Missouri
City Hall
St. Louis, Missouri 63103
Attention: Comptroller
E-Mail: []

Director of Airports
St. Louis Lambert International Airport
Administrative Offices
10701 Lambert International Blvd.
St. Louis, Missouri 63145
legal@flystl.com

Office of the City Counselor
City of St. Louis
1200 Market Street, Room 314
St. Louis, Missouri 63103
Law-department@stlouis-mo.gov
TAYoffie@flystl.com

To the Trustee: UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, Missouri 63102
Attention: Corporate Trust Department
E-mail: karie.puleo@umb.com

The City and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed.

Section 1211. Successors and Assigns.

This Third Restated Indenture shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

Section 1212. Severability.

If any provision of this Third Restated Indenture shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 1213. Applicable Law.

This Third Restated Indenture shall be governed by the applicable laws of the State.

Section 1214. Counterparts.

This Third Restated Indenture may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 1215. Third Restated Indenture.

As of the Transition Date, this Third Restated Indenture amends and restates the Second Restated Indenture, as previously amended, supplemented and restated. As of the Transition Date, this Third Restated Indenture supersedes all prior amendments, modifications and restatements of the Second Restated Indenture, and in the event of any inconsistency between the provisions of this Third Restated Indenture and the provisions of the Second Restated Indenture or any prior Supplemental Indenture, the provisions of this Third Restated Indenture shall control.

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FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

**SIGNATURE PAGE TO
THIRD AMENDED AND RESTATED INDENTURE OF TRUST
(THE CITY OF ST. LOUIS, MISSOURI AIRPORT REVENUE BONDS)**

IN WITNESS WHEREOF, the City and the Trustee have caused this Third Amended and Restated Indenture of Trust to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

SEAL

Attest:

Register

Approved as to form:

By: _____
City Counselor

SEAL

Attest:

Assistant Secretary

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Mayor

By: _____
Comptroller

UMB BANK, N.A., as Trustee

By: _____
Senior Vice President

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

SCHEDULE I
List of Supplemental Indentures to Original Indenture
and List of Bonds Issued Thereunder

(Issued before the date of execution of the Prior Restated Indenture, September 10, 1997)

<u>Issue</u>	<u>Supplemental Indenture</u>	<u>Date of Supplemental Indenture</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal Amount as of Date of Third Restated Indenture</u>
Airport Revenue Bonds, Series 1984 ⁽¹⁾	Original Indenture	October 15, 1984	\$167,095,060	-0-
Airport Revenue Bonds, Series 1987, Lambert-St. Louis International Airport	First	July 1, 1987	\$52,000,000	-0-
Airport Revenue Improvement and Refunding Bonds, Series 1992, Lambert-St. Louis International Airport	Second Supplemental Indenture	November 15, 1992	\$109,125,000	-0-
Airport Revenue Refunding Bonds, Series 1993, Lambert-St. Louis International Airport	Third Supplemental Indenture	August 1, 1993	\$121,720,000	-0-
Taxable Airport Revenue Bonds, Series 1993A, Lambert-St. Louis International Airport	Fourth Supplemental Indenture	December 1, 1993	\$65,405,000	-0-
Airport Revenue Refunding Bonds, Series 1996, Lambert-St. Louis International Airport	Fifth Supplemental Indenture	April 1, 1996	\$37,760,000	-0-
Airport Revenue Bonds, Series 1997A (1997 Capital Improvement Program)	Sixth Supplemental Indenture	August 1, 1997	\$40,420,000	-0-

⁽¹⁾ The Airport Revenue Bonds, Series 1984 were issued under the Original Indenture.

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

<u>Issue</u>	<u>Supplemental Indenture</u>	<u>Date of Supplemental Indenture</u>	<u>Original Principal Amount</u>	<u>Outstanding Principal Amount as of Date of Third Restated Indenture</u>
Airport Revenue Bonds, Series 1997B (1997 Capital Improvement Program)	Sixth Supplemental Indenture	August 1, 1997	\$159,185,000	-0-

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

SCHEDULE II
List of Supplemental Indentures to Prior Restated Indenture
and List of Bonds Issued Thereunder

(Issued before the date of execution of the Second Restated Indenture, July 1, 2009)

Issue	Supplemental Indenture	Date of Supplemental Indenture	Original Principal Amount	Outstanding Principal Amount as of Date of Third Restated Indenture
Airport Revenue Refunding Bonds, Series 1998, Lambert-St. Louis International Airport	Seventh Supplemental Indenture	December 1, 1998	\$69,260,000	-0-
Airport Revenue Bonds, Series 2001A (Airport Development Program)	Eight Supplemental Indenture	May 1, 2001	\$435,185,000	-0-
Airport Revenue Bonds, Series 2002A (Capital Improvement Program) (Non-AMT)	Ninth Supplemental Indenture	December 1, 2002	\$69,195,000	-0-
Airport Revenue Bonds, Series 2002B (Capital Improvement Program) (AMT)	Ninth Supplemental Indenture	December 1, 2002	\$31,755,000	-0-
Airport Revenue Refunding Bonds, Series 2002C (AMT)	Ninth Supplemental Indenture	December 1, 2002	\$17,035,000	-0-
Airport Revenue Refunding Bonds, Series 2003A (Non-AMT)	Tenth Supplemental Indenture	February 1, 2003	\$70,340,000	-0-
Taxable Airport Revenue Refunding Bonds, Series 2003B Lambert-St. Louis International Airport	Eleventh Supplemental Indenture	May 1, 2003	\$29,520,000	-0-

Schedule II-1

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

(2)	Twelfth Supplemental Indenture	May 1, 2004	-	-
Airport Revenue Refunding Bonds, Series 2005 (Non-AMT) Lambert-St. Louis International Airport	Thirteenth Supplemental Indenture	July 1, 2005	\$263,695,000	\$138,030,000
Airport Revenue Refunding Bonds, Series 2007A (Non-AMT) (Lambert-St. Louis International Airport)	Fourteenth Supplemental Indenture	January 1, 2007	\$231,275,000	-0-
Airport Revenue Refunding Bonds, Series 2007B (AMT) (Lambert-St. Louis International Airport)	Fifteenth Supplemental Indenture	January 1, 2007	\$104,735,000	-0-

⁽²⁾ The Twelfth Supplemental Indenture made certain amendments to the Prior Restated Indenture, as then amended, supplemented and restated, in connection with the execution and delivery of the Commercial Paper Subordinate Indenture of Trust dated as of May 1, 2004 between the City and UMB Bank, N.A., as Trustee.

Schedule II-2

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

SCHEDULE III
List of Supplemental Indentures to the Second Restated Indenture
and List of Bonds Issued Thereunder

(Issued before the Transition Date)

Issue	Supplemental Indenture	Date of Supplemental Indenture	Original Principal Amount	Outstanding Principal Amount as of Date of Third Restated Indenture
Airport Revenue Bonds, Series 2009A-1 (Lambert-St. Louis International Airport)	Sixteenth Supplemental Indenture	July 1, 2009	\$107,240,000	-0-
Airport Revenue Bonds, Series 2009A-2 (Lambert-St. Louis International Airport)			\$22,730,000	-0-
Airport Revenue Refunding Bonds, Series 2011A (Lambert-St. Louis International Airport)	Seventeenth Supplemental Indenture	June 1, 2011	\$5,910,000	-0-
Airport Revenue Refunding Bonds, Series 2011B (Lambert-St. Louis International Airport)			\$23,625,000	-0-
Airport Revenue Refunding Bonds, Series 2012 (AMT) (Lambert-St. Louis International Airport)	Eighteenth Supplemental Indenture	June 1, 2012	\$31,395,000	-0-
Airport Revenue Refunding Bonds, Series 2013 (NON-AMT) (Lambert-St. Louis International Airport)	Nineteenth Supplemental Indenture	June 1, 2013	\$31,460,000	-0-

Schedule III-1

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

Airport Revenue Bonds, Series 2015 (NON-AMT) (Lambert-St. Louis International Airport)	Twentieth Supplemental Indenture	June 1, 2015	\$17,310,000	-0-
Airport Revenue Refunding Bonds, Series 2017A (NON-AMT) (Lambert-St. Louis International Airport)	Twenty-First Supplemental Indenture	June 1, 2017	\$125,410,000	\$14,045,000
Airport Revenue Refunding Bonds, Series 2017B (AMT) (Lambert-St. Louis International Airport)			\$74,715,000	\$8,830,000
Airport Revenue Bonds, Series 2017C (NON-AMT) (Lambert-St. Louis International Airport)	Twenty-Second Supplemental Indenture	June 1, 2017	\$31,700,000	\$31,700,000
Airport Revenue Bonds, Series 2017D (AMT) (Lambert-St. Louis International Airport)			\$26,605,000	\$26,605,000
Airport Revenue Bonds, Series 2019A (NON-AMT) (St. Louis Lambert International Airport)	Twenty-Third Supplemental Indenture	June 1, 2019	\$13,235,000	\$13,235,000
Airport Revenue Bonds, Series 2019B (AMT) (St. Louis Lambert International Airport)			\$8,440,000	\$6,075,000
Airport Revenue Bonds, Series 2019C (NON-AMT) (St. Louis Lambert International Airport)	Twenty-Fourth Supplemental Indenture	June 1, 2019	\$75,470,000	\$64,040,000

Schedule III-2

FORM OF THIRD AMENDED AND RESTATED INDENTURE OF TRUST

Airport Revenue Refunding Bonds, Series 2022A (AMT) (St. Louis Lambert International Airport)	Twenty-Fifth Supplemental Indenture	May 1, 2022	\$14,335,000	\$10,035,000
Airport Revenue Bonds, Series 2023A (NON-AMT) (St. Louis Lambert International Airport)	Twenty-Sixth Supplemental Indenture	February 1, 2023	\$60,080,000	\$40,100,000
Airport Revenue Bonds, Series 2023B (AMT) (St. Louis Lambert International Airport)			\$4,855,000	-0-
Airport Revenue Bonds, Series 2024A (NON-AMT) (St. Louis Lambert International Airport)	Twenty-Seventh Supplemental Indenture	June 1, 2024	\$279,595,000	\$279,595,000
Airport Revenue Bonds, Series 2024B (AMT) (St. Louis Lambert International Airport)			\$7,765,000	\$7,765,000

APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE AULAS AND THE OPERATING AGREEMENTS

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The following is a summary of certain provisions of the current versions of the Use Agreements, the Operating Agreements and the Cargo Addenda. This summary does not purport to be complete or definitive and reference is made to the Use Agreements, the Operating Agreements and the Cargo Addenda for a complete recital of the terms of such documents.

Airport Use and Lease Agreement. The term of the current Use and Lease Agreement (“*Use Agreement*” or “*AULA*”) with all major and regional air carriers serving the Airport began on July 1, 2016. Each Use Agreement was scheduled to expire on June 30, 2021. However, the Airlines and Airport management mutually agreed through the First, Second, and Third Amendments to extend the terms of the Use Agreements through June 30, 2027. An air carrier may only terminate its Use Agreement if the City fails to keep, or cure after delivery of Notice, any material promise or covenant, or if the air carrier is denied the right to operate at the Airport by a governmental agency with competent jurisdiction for a period of at least 60 days for reasons other than an air carrier’s failure to comply with FAA aircraft standards, or if the air carrier is prevented from conducting its air transportation business at the Airport for an extended period of time for reasons outside the air carrier’s control. The terms of the Use Agreements may be extended by mutual agreement of the parties.

Air carriers operating at the Airport pursuant to the Use Agreements are referred to as “Signatory Airlines.” The Use Agreements grant the Signatory Airlines the right to use the airfield and, as applicable, use and lease certain areas in the passenger terminal buildings, including concourses, and related facilities for the business of transporting persons, property, cargo, and mail by air. Signatory Airlines that operate from the passenger terminal buildings at the Airport may, but are not required to, lease space in the terminal buildings. The Use Agreements also provide for the payment of certain rentals, fees and charges by the Signatory Airlines.

Signatory Airlines. Signatory Airlines must commit to pay the City a minimum amount in landing fees throughout the term of their respective Use Agreements. The minimum landing fee commitment is \$2,200,000 for Signatory Airlines over the term of the AULAs . Signatory Airlines may include affiliate airline fees in the commitment test and the landing fee commitment is prorated on a monthly basis in Use Agreements that began after July 1, 2016.

A Pre-Approved 5-Year Capital Improvement Program is detailed in the Use Agreements and the Airport may proceed with each project without MII approval. Signatory Airlines have the right to review and approve certain capital acquisitions and projects with a net cost in excess of \$500,000 (net of federal and/or state grants-in-aid and PFCs) (“*Capital Improvements*”) at the Airport, as well as the right to participate in the Airport's annual rate setting process (budget review and comment; meet and confer over rents, fees and charges), and, under certain circumstances, are eligible for a waiver of the security deposit requirements of their respective Use Agreements. Signatory Airlines may designate certain non-signatory airlines as their “Affiliates.” Affiliates enjoy some, but not all, of the benefits of Signatory Airlines.

Airlines Rates and Charges Methodology. The Use Agreements set forth the methodology for computing the user fees and space rentals that are charged to the air carriers. Rentals, fees and charges are assessed to the Signatory Airlines and the other air carriers using the Airport to support the primary activities of the Airport - the airfield and the terminal buildings (including Terminal 1, Terminal 2 and passenger loading bridges). The Use Agreements permit the City to adjust rental rates for each rate period to reflect overpayments and underpayments that occurred during the preceding rate period, and, to the extent necessary, replenish reasonable reserves for uncollected revenues.

Landing Fees. Under the terms of the Use Agreements, the Airport landing fees are computed based on a modified cost center residual rate methodology. In calculating the annual landing fee

rate, the total costs of the Airfield are first calculated by adding the following costs for such year allocable to the Airfield Cost Center:

- direct and indirect Operation and Maintenance Expenses;
- amortization of Capital Improvements made to the airfield and put into service before July 1, 2011;
- debt service associated with Capital Improvements made to the airfield, approved by the Signatory Airlines, and put into service on or after July 1, 2016;
- debt service associated with Capital Improvements made to the airfield, approved by the Signatory Airlines, and put into service on or after July 1, 2011, and approved by MII;
- debt service or depreciation charges, as the case may be, associated with certain Capital Improvements undertaken on the airfield: to comply with laws and regulations or with the requirements of the Indenture; as an emergency project; to settle claims, satisfy judgments, or comply with judicial orders; to repair casualty damage on the airfield; to mitigate aircraft noise as part of a Noise Compatibility Program; or to conduct any necessary environmental investigation or remediation;
- any replenishment or rebate of the Debt Service Reserve Account and the Renewal and Replacement Fund; and
- share of the Debt Service Stabilization Fund Contribution.

The “Initial Airfield Requirement” is then calculated by subtracting the following from the total costs allocable to the Airfield Cost Center:

- Non-Signatory Airline landing fees;
- general aviation landing fees, if any;
- military use fees;
- fuel flowage fees;
- remote parking fees;
- rent paid to the City by a consortium of airlines leasing the fuel farm;
- Rate Mitigation Program credits available for that fiscal year, as allocated to the Airfield Cost Center; and

The landing fee rate is then calculated by dividing the aggregate landed weight of all Signatory Airlines and their Affiliates into the sum of the Initial Airfield Requirement and that portion allocated to the Airfield Cost Center of Airport-wide residual shortfalls or overages that would result if airline charges were limited to the Initial Airfield Requirement and the Initial Terminal Requirement (see below) (the “Additional Airline Requirement”).

In accordance with the terms of the Use Agreements, the landing fee rate applicable to Non-Signatory Airlines that have signed an Operating Agreement is equal to 125% of the landing fee rate payable by the Signatory Airlines. The landing fee payable by each air carrier is then calculated by multiplying that air carrier's actual landed weight for the period in question, by the applicable landing fee rate.

Terminal Building Space Rentals. The Use Agreements establish two passenger terminal building cost centers: Terminal 1 Cost Center (including Terminal 1 and Concourses A, B, C and all but the four easternmost gates in Concourse D), and Terminal 2 Cost Center (including Terminal 2, the International Facilities, and the four easternmost gates in Concourse D). Under the terms of the Use Agreements, Signatory Airlines are charged terminal building rental rates computed based on a modified compensatory rate methodology.

In calculating the annual rental rate for each terminal cost center, the total annual costs are first calculated by adding the following costs allocable to each terminal cost center:

- direct and indirect Operation and Maintenance Expenses;
- fifty percent (50%) of the total costs in the terminal roadways allocated between each of the terminal buildings based on the ratio that the usable space in each of the terminal buildings is to the aggregate usable space in all terminal buildings;
- amortization of Capital Improvements made to the terminal buildings and put into service before July 1, 2011;
- debt service associated with Capital Improvements made to the terminal buildings, approved by the Signatory Airlines, and put into service on or after July 1, 2016;
- debt service associated with Capital Improvements made to the terminal buildings, approved by the Signatory Airlines, and put into service on or after July 1, 2011, and approved by MII;
- debt service or depreciation charges, as the case may be, associated with certain Capital Improvements undertaken on the terminal buildings: to comply with laws and regulations or with the requirements of the Indenture; as an emergency project; to settle claims, satisfy judgments, or comply with judicial orders; to repair casualty damage of the terminal buildings; to mitigate aircraft noise as part of a Noise Compatibility Program; or to conduct any necessary environmental investigation or remediation;
- any replenishment or rebate of the Debt Service Reserve Account and the Renewal and Replacement Fund; and
- share of the Debt Service Stabilization Fund Contribution.

The net costs attributable to each terminal cost center is then calculated by subtracting the following from the total costs allocable to each corresponding terminal cost center:

- rent payable for apron-level unenclosed space;
- non-signatory airline terminal rents; and

- Rate Mitigation Program credits available for that Fiscal year as allocated to each terminal cost center.

The “Initial Terminal Requirement” is then calculated by dividing the net costs attributable to each terminal cost center by the usable space of such terminal building, and the resulting quotient (the “Initial Terminal Rental Rate”) multiplied by the rented space of such terminal building.

The annual terminal rental rate applicable to the Signatory Airlines in each terminal building is then calculated by adding the Initial Terminal Rental Rate in each terminal cost center to the quotient derived by dividing the Additional Airline Requirement allocable to each terminal cost center by the rented space in each of the respective terminal buildings and beginning in fiscal year ending June 30, 2018, reallocating the Additional Airline Requirement from the current 50% airfield and 50% terminal cost centers to 100% to the terminal cost center.

The annual terminal rental rate to the non-signatory airlines that have signed an Operating Agreement is equal to the applicable terminal rental rate calculated in accordance with the Use Agreements.

Passenger Loading Bridge Charge. The total cost of the Passenger Loading Bridges Cost Center is calculated by adding together the following:

- direct and indirect Operating and Maintenance Expenses;
- the Depreciation Charge or Debt Service, as the case may be, of each new passenger loading bridge acquired by the City on or after July 1, 2011.

The annual Passenger Loading Bridge Charge applicable to each new passenger loading bridge shall be calculated by dividing the total cost and charges allocable to the Passenger Loading Bridges Cost Center in accordance with the Use Agreement, by the total number of passenger loading bridges acquired by the City on or after July 1, 2011. The monthly Passenger Loading Bridge Charge shall be 1/12 of the annual Passenger Loading Bridge Charge.

Airline Review and Approval of Capital Projects. A Pre-Approved 5-Year Capital Improvement Program is detailed in the Use Agreements, and the Airport may proceed with each project without MII approval by using Airport funds lawfully available for such purpose, up to a total cost, in the Fiscal Years, and in the Cost Centers for each project. The City may undertake all Capital Improvements for which it receives MII approval. Except for projects included in the 5-Year Capital Improvement Program, the City may not undertake Capital Improvements that are funded with Bond proceeds unless it receives MII approval for such projects.

Except as enumerated below, before undertaking any Capital Improvement not included in the Pre-Approved 5-Year Capital Improvement Program, the City must notify the Signatory Airlines and request a MII approval for each such Capital Improvement. An MII is deemed to be 50% plus one of the Signatory Airlines operating at the Airport at the time of the voting action, having paid no less than 66.67% of the aggregate rents, fees, and charges paid by all signatory Airlines operating at the Airport during the immediately preceding fiscal year. The City may substitute any individual capital project listed in the Pre-Approved 5-Year Capital Improvement Program if the replacement project has the same or similar total cost, the net cost is chargeable to the same cost center, and the capital asset will accomplish the same purpose or function.

No MII approval is required for Capital Improvements undertaken: (a) to comply with laws and regulations or with the requirements of the Trust Indenture; (b) as an emergency project; (c) to settle claims, satisfy judgments, or comply with judicial orders; (d) to repair casualty damage at the Airport; (e) to mitigate aircraft noise as part of a Noise Compatibility Program; (f) to conduct any necessary environmental investigation or remediation; (g) to build special facilities for which the City has a contractual commitment from a Signatory Airline or a financially-responsible third party; (h) to be fully funded from PFCs or (i) with funds from Airport Development Fund Deposits made after July 1, 2016 in excess of 6%.

Airline Operating Agreement and Terminal Space Permit. The Operating Agreements are month-to-month operating permits that may be terminated by either party by providing the other party 30-day written notice. Air carriers electing to operate at the Airport under the Operating Agreements are considered to be “Non-Signatory” Airlines. The Operating Agreements are short term permits intended to provide flexibility for charter airlines, new entrants that may wish to test the market, and regional airlines that operate at the airport under a contract with other air carriers. Air carriers operating at the Airport pursuant to Operating Agreements are subject to a landing fee rate equal to 125% of the landing fee rate paid by the Signatory Airlines (unless the Operating Agreement airline is designated as an Affiliate by a Signatory Airline, in which case its landing fee rate is equal to the landing fee rate applicable to the Signatory Airlines). A passenger air carrier that signs an Operating Agreement and requests space in one of the terminal buildings pays a space use fee equal to the terminal rental rate payable by the Signatory Airlines.

Allocation of Space in the Terminal Building. Neither the Use Agreements nor the Operating Agreements require an air carrier to lease space in the Airport terminal buildings as a condition precedent to entering into either of those agreements. A Signatory Airline may lease space in the terminal buildings for its exclusive, preferential, joint, or common use and occupancy. As noted below, air carriers that sign an Operating Agreement may also receive a month-to-month space permit. All gates in the passenger terminal buildings have been designated as preferential use space. In accordance with the Use Agreements, a Signatory Airline's right to a preferential gate is subject to an average gate utilization requirement (by that air carrier and/or its Affiliate or partner airlines if applicable) of four flight departures each day from that gate. A Signatory Airline that fails to meet the average gate utilization during any given six-month period may be required to relinquish its preferential rights to one or more gates. In addition, under the provisions of the Use Agreements, the City retains the right to accommodate requesting air carriers (either new entrants or incumbents in need of more gate space) in an air carrier's preferential use gates if similar space cannot be found elsewhere in one of the terminal buildings. Finally, in accordance with the provisions of the Use Agreements and the Operating Agreements, the City retains the right to consolidate, force relinquishment, and/or relocate airline leased space, both preferential use and exclusive space, under certain circumstances and following agreed upon criteria.

Itinerant Air Carriers. The City has retained under its exclusive control six gates at the terminal buildings where itinerant air carriers can be accommodated and handled by an authorized gate agent. The Airport Commission has established a schedule of fees and charges for the use of the Airport, including the use of the airfield, space in the terminal buildings, and hangars, applicable to all users of the Airport whose activities are not governed by a contract, lease, or agreement, such as a Use Agreement or an Operating Agreement.

Airport Maintenance. Under the terms of both the Use Agreements and the Operating Agreements, the City is required to maintain and keep in good repair all of the public areas and facilities of the Airport, including the structures associated with the terminal buildings, the utility systems within the Airport, and all other common use systems owned and operated by the City. For their part,

the Signatory Airlines and the air carriers operating at the Airport pursuant to an Operating Agreement are individually required to repair and maintain in good condition the premises leased or assigned to each of them, including that portion of the utility systems serving each of their exclusive use facilities.

Cargo Addendum. Cargo air carriers may elect to operate under either a Use Agreement or an Operating Agreement, but must execute the applicable cargo addendum which prohibits cargo air carriers from operating from the Airport's passenger terminal buildings. Among other things, the cargo addenda for the Use Agreements and the Operating Agreements require cargo air carriers to arrange for operating space at the Airport separately with the City or with a third-party Airport tenant whose rights include providing such space.

Other Air Carrier Facilities. The City also has available throughout the Airport, and leases to individual air carriers, space suitable for maintenance activities, cargo operations, and other related facilities. Rental rates for these facilities are adjusted from time-to-time to reflect their fair market value.

APPENDIX F

DTC INFORMATION

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DTC BOOK-ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources the Authority and the Underwriters believe to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the 2026A Bonds. The 2026A Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each 2026A Bond of like tenor as to series, type, maturity, interest rate and redemption provisions in the aggregate principal amount of such 2026A Bond, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("*Direct Participants*") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("*Indirect Participants*"). DTC has a S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 2026A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2026A Bonds on DTC's records. The ownership interest of each actual purchaser of each 2026A Bond ("*Beneficial Owner*") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in 2026A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of

Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2026A Bonds, except in the event that use of the book-entry system for the 2026A Bonds is discontinued.

To facilitate subsequent transfers, all 2026A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of 2026A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2026A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of a maturity of a subseries of 2026A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 2026A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2026A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption proceeds) on the 2026A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest (including redemption proceeds) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the 2026A Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such

circumstances, in the event that a successor securities depository is not obtained, certificates for the affected 2026A Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, certificates for the 2026A Bonds will be printed and delivered.

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APPENDIX G

FORM OF OPINION OF CO-BOND COUNSEL

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_____, 2026

The City of St. Louis, Missouri
City Hall, Room 200
1200 Market Street
St. Louis, Missouri 63103

Assured Guaranty Inc.
1633 Broadway
New York, New York 10019

**Re: The City of St. Louis, Missouri Airport Revenue Bonds, Series 2026A (TAXABLE)
(St. Louis Lambert International Airport)**

**The City of St. Louis, Missouri Airport Revenue Bonds, Series 2026B (AMT)
(St. Louis Lambert International Airport) and**

**The City of St. Louis, Missouri Airport Revenue Bonds, Series 2026C (NON-AMT)
(St. Louis Lambert International Airport)**

Ladies and Gentlemen:

We have acted as Co-Bond Counsel to The City of St. Louis, Missouri (the “*City*”) in connection with the issuance of the City’s Airport Revenue Bonds, Series 2026A (TAXABLE) (St. Louis Lambert International Airport) (the “*Series 2026A Bonds*”), Airport Revenue Bonds, Series 2026B (AMT) (St. Louis Lambert International Airport) (the “*Series 2026B Bonds*”), and Airport Revenue Bonds, Series 2026C (NON-AMT) (St. Louis Lambert International Airport) (the “*Series 2026C Bonds*” and together with the Series 2026A Bonds and the Series 2026B Bonds, the “*Series 2026 Bonds*”) under and pursuant to the Indenture of Trust dated as of October 15, 1984 (the “*Original Indenture*”), which Original Indenture, as previously amended, supplemented, and restated, was amended, restated, and superseded by that certain Amended and Restated Indenture of Trust dated as of July 1, 2009 (the “*Restated Indenture*”), as amended and supplemented, including by the Twenty-Eighth Supplemental Indenture of Trust dated as of November 1, 2026 (the “*Twenty-Eighth Supplemental Indenture*”), by and between the City and UMB Bank, N.A., as trustee (the “*Trustee*”). The Restated Indenture, as amended and supplemented to date, including by the Twenty-Eighth Supplemental Indenture, is collectively referred to herein as the “*Indenture*.”

We have reviewed the transcript of proceedings related to the issuance of the Series 2026 Bonds, including the Constitution of the State of Missouri (the “*State*”), the statutes of the State, as amended, including particularly, Chapter 108.170 of the Revised Statutes of Missouri, as amended, the Charter of the City (the “*Charter*”), Ordinance Number 71876 adopted by the Board of Aldermen of the City (the “*Board of Aldermen*”) on June 28, 2024, and approved by the Mayor on July 18, 2024, Ordinance Number 72187 adopted by the Board of Aldermen on October 9, 2026, and approved by the Mayor on October 15, 2026, the Indenture, the Tax Compliance Agreement between the City and the Trustee dated as of the date hereof relating to the Series 2026B Bonds (the “*Series 2026B Tax Compliance Agreement*”), the Tax Compliance Agreement between the City and the Trustee dated as of the date hereof relating to the Series 2026C Bonds (the “*Series 2026C Tax Compliance Agreement*” and together with the Series 2026B Tax Compliance Agreement, the “*Tax Compliance Agreements*”) and such other law, certified proceedings, and other documents and materials as we have deemed necessary to enable us to render the opinions contained herein. Capitalized terms used and not defined herein shall have the same meanings given to such terms in the Indenture.

The Internal Revenue Code of 1986, as amended (the “**Code**”) imposes certain requirements that must be met on the date of issuance of the Series 2026 Bonds and on a continuing basis subsequent to the issuance of the Series 2026 Bonds in order for interest on the Series 2026B Bonds and the Series 2026C Bonds to be excludable from gross income for federal income tax purposes under Section 103 of the Code. Such requirements include, but are not limited to, requirements relating to the continuous ownership and operation by the City of certain projects as an “airport facility” as described in Code section 142, as well as private use limitations and yield restriction of certain funds. The City has represented, certified and covenanted in the Indenture and the Tax Compliance Agreements, among other things, (i) that so long as it owns the Airport, it will take no action that will impair the exclusion of interest on the Series 2026B Bonds and the Series 2026C Bonds from federal income tax; (ii) that it will comply with the provisions and procedures set forth in the Tax Compliance Agreements; and (iii) that it will do and perform all acts and things necessary or desirable in order to assure that under the Code, as presently in force and effect, interest on the Series 2026B Bonds and the Series 2026C Bonds will, for purposes of federal income taxation, be excludable from gross income of the recipients thereof pursuant to Section 103 of the Code.

In making our examination of documents, we have assumed that the parties to such documents had the power to enter into and perform all obligations thereunder; the due and valid authorization, execution, and delivery of such documents; that such documents are valid and binding obligations of the parties thereto and are enforceable against such parties in accordance with their terms; and that the parties to such documents have complied and will comply with their obligations thereunder, including, without limitation, the obligations set forth in the preceding paragraph. We have assumed the genuineness of all signatures on all documents examined by us, the authenticity of all documents submitted to us as originals and the conformity to authentic originals of all documents submitted to us as copies.

As to questions of fact material to this opinion, we have relied upon representations of the City contained in the Indenture, the Tax Compliance Agreements, and the other financing documents delivered in connection with the Series 2026 Bonds, the representations and information contained in the above-described documents, and the certified proceedings and other certifications of public officials and officers and others furnished to us, in each case without undertaking to verify the same by independent investigation. We note that we have relied upon the opinion of even date herewith of the City Counselor of the City with respect to the matters set forth therein. Except as otherwise stated herein, we express no opinion with respect to those issues.

For purposes of this opinion, without limiting the generality of the foregoing, we have assumed that the Indenture has been duly and lawfully executed and delivered by the parties thereto and is in full force and effect.

Based upon the foregoing, and subject to the qualifications and limitations stated herein, we are of the opinion that, under existing law:

1. The Series 2026 Bonds have been duly authorized and executed by the City in accordance with the Constitution and statutes of the State and the Charter and, when duly authenticated and delivered by the Trustee, will be valid and binding special, limited obligations of the City, payable solely from the sources provided therefor in the Indenture. The Series 2026 Bonds and the interest thereon are not a debt or general obligation of the City, the State, or any political subdivision thereof, and do not constitute an indebtedness of the City, the State, or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the City, the State, or any political subdivision thereof. We express no opinion with respect to the perfection or priority of any lien or

security interest created or purported to have been created by any documents related to the issuance of the Series 2026 Bonds.

2. The Twenty-Eighth Supplemental Indenture has been duly authorized, executed and delivered by the City and, assuming due authorization, execution and delivery by the other party thereto, constitutes the valid and binding obligation of the City in accordance with its terms.

3. The Indenture creates the valid pledge which it purports to create of the moneys, securities, and funds included in the Trust Estate and of all Revenues subject to the application thereof, as and to the extent that the City obtains rights to the Revenues, for the purposes and on the conditions permitted by the Indenture. We express no opinion with respect to the perfection or priority of any lien or security interest created or purported to have been created by the Indenture.

4. Based upon existing law, interest on the Series 2026A Bonds is not excluded from gross income for federal income tax purposes. Based upon existing law, interest on the Series 2026B Bonds and the Series 2026C Bonds is excluded from gross income for federal income tax purposes. However, no opinion is expressed as to the status of interest on any Series 2026B Bond for any period during which such Series 2026B Bond is held by a “substantial user” of the facilities financed or refinanced by the Series 2026B Bonds or a “related person” within the meaning of Section 147(a) of the Code. Interest on the Series 2026B Bonds is an item of tax preference for purposes of computing the federal alternative minimum tax on individuals, trusts, and estates that may be imposed under the Code; and interest on the Series 2026C Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax on individuals, trusts, and estates that may be imposed under the Code. Interest on the Series 2026B Bonds and the Series 2026C Bonds is included in the adjusted financial statement income of those corporations subject to the corporate alternative minimum tax. In rendering the opinions set forth in this paragraph with respect to the Series 2026B Bonds and the Series 2026C Bonds, we have assumed compliance by the City with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2026B Bonds and the Series 2026C Bonds in order that interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The City has covenanted to comply with all such requirements. Failure by the City to comply with certain of such requirements may cause interest on the Series 2026B Bonds and the Series 2026C Bonds to become included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026B Bonds and the Series 2026C Bonds. We express no opinion regarding any other federal tax consequences arising with respect to the Series 2026 Bonds.

5. Under the laws of the State as presently enacted and construed, interest on the Series 2026A Bonds is not exempt from income taxation by the State under Chapter 143 of the Revised Statutes of Missouri, as amended. Under the laws of the State as presently enacted and construed, and subject to the assumptions set forth in the preceding paragraph, interest on the Series 2026B Bonds and the Series 2026C Bonds is exempt from income taxation by the State under Chapter 143 of the Revised Statutes of Missouri, as amended. No opinion is expressed regarding whether interest on the Series 2026B Bonds and the Series 2026C Bonds is exempt from the taxes imposed by the State on financial institutions under Chapter 148 of the Revised Statutes of Missouri, as amended. We express no opinion regarding any other State tax consequences arising with respect to the Series 2026 Bonds.

Except as stated in paragraphs 4 and 5 above, we express no opinion regarding any federal or state tax consequences arising with respect to the Series 2026 Bonds including, but not limited to, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2026 Bonds.

With respect to our opinion that any document was duly executed and delivered, we note that we were not present at the execution and delivery of the original documents and that we have based our opinions with respect thereto solely on an examination of copies of the executed documents.

Although we are not opining as to enforceability, it is to be understood that the rights of the owners of the Series 2026 Bonds and the enforceability thereof and of the Indenture may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium, and other similar laws relating to or affecting creditors' rights and by equitable principles, whether considered at law or in equity, and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

We express no opinion as to (1) the nature or extent of the rights or title of the City in or to any collateral; and note to the extent that such rights are limited, the security interest may only attach to such limited rights; (2) the accuracy of the description of any collateral in the Indenture; (3) the extent to which any restriction on the right of the City to transfer or assign its interest in any of the collateral is rendered ineffective under Section 9-406 or Section 9-408 of the Uniform Commercial Code, as amended; and (4) any actions that may be required to be taken periodically or as the result of any changes in facts or circumstances under any applicable law, including without limitation the Uniform Commercial Code as in effect in any applicable jurisdiction, in order for the validity of any security interest to be maintained.

Except as expressly stated in our supplemental co-bond counsel opinion of even date herewith, we have not been engaged or undertaken to review the accuracy, adequacy, or completeness of any offering material relating to the Series 2026 Bonds, and we express no opinion relating thereto.

The opinions expressed herein are limited to the federal law of the United States of America and the laws of the State, and we express no opinion as to the laws of any other state or jurisdiction, including any local or municipal laws. In rendering our opinion, we have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules, or regulations of any other jurisdiction, court, or administrative agency.

We call to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of a result. Further, the opinions expressed herein are as of the date hereof only and are based on laws, orders, contract terms and provisions and facts as of such date. By rendering this opinion, we do not undertake, and hereby disclaim any obligation, to update this opinion letter after such date or to advise you of any changes in law or fact stated or assumed herein that may occur or come to our attention after the date hereof.

This opinion is furnished only to you and is solely for your use and benefit in connection with the transactions described herein. Without our prior written consent, this opinion may not be used, quoted or otherwise referred to for any other purpose or relied upon by, or assigned to, any other person for any purpose, including any other person that seeks to assert your rights in respect of this opinion.

Very truly yours,

APPENDIX H

FORM OF CONTINUING DISCLOSURE AGREEMENT

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FORM OF CONTINUING DISCLOSURE AGREEMENT

Dated as of November 1, 2026

by and between

THE CITY OF ST. LOUIS, MISSOURI

and

**UMB BANK, N.A.,
as Dissemination Agent**

**\$ _____
The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026A (TAXABLE)
(St. Louis Lambert International Airport)**

**\$ _____
The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026B (AMT)
(St. Louis Lambert International Airport)**

**\$ _____
The City of St. Louis, Missouri
Airport Revenue Bonds, Series 2026C (Non-AMT)
(St. Louis Lambert International Airport)**

CONTINUING DISCLOSURE AGREEMENT

This CONTINUING DISCLOSURE AGREEMENT dated as of November 1, 2026 (this “*Continuing Disclosure Agreement*”), is executed and delivered by The City of St. Louis, Missouri (the “*City*”) and UMB Bank, N.A., as dissemination agent (the “*Dissemination Agent*”).

RECITALS

1. This Continuing Disclosure Agreement is executed and delivered by the City and the Dissemination Agent in connection with the issuance by the City of its \$ Airport Revenue Bonds, Series 2026A (TAXABLE) (St. Louis Lambert International Airport) (the “*Series 2026A Bonds*”), _____\$ Airport Revenue Bonds, Series 2026B (AMT) (St. Louis Lambert International Airport) (the “*Series 2026B Bonds*”), and its \$ _____ Airport Revenue Bonds, Series 2026C (Non-AMT) (St. Louis Lambert International Airport) (the “*Series 2026C Bonds*” and, together with the Series 2026A Bonds and the Series 2026B Bonds, the “*Series 2026 Bonds*”) under and pursuant to the Indenture of Trust dated as of October 15, 1984 (the “*Original Indenture*”), which Original Indenture, as previously amended, supplemented and restated, was amended, restated and superseded by that certain Amended and Restated Indenture of Trust, dated as of July 1, 2009 (the “*Restated Indenture*”), as amended and supplemented, including by the Twenty-Eighth Supplemental Indenture of Trust, dated as of November 1, 2026 (the “*Twenty-Eighth Supplemental Indenture*” and, together with the Restated Indenture, the “*Indenture*”), by and between the City and UMB Bank, N.A., as Trustee (the “*Trustee*”).

2. The City and the Dissemination Agent are entering into this Continuing Disclosure Agreement for the benefit of the Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriters in complying with the Rule (all as defined below). The City acknowledges that no other party has undertaken any responsibility with respect to any reports, notices or disclosures provided or required under this Continuing Disclosure Agreement.

In consideration of the mutual covenants and agreements herein, the City and the Dissemination Agent covenant and agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement, unless otherwise defined in the Recitals or this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the City pursuant to, and as described in, Sections 2 and 3 of this Continuing Disclosure Agreement.

“*Beneficial Owner*” means any registered owner of any Series 2026 Bonds and any person who (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2026 Bonds for federal income tax purposes.

“*Disclosure Representative*” shall mean the Comptroller, on behalf of the City, or her successors or designees, or such other person as the City shall designate in writing to the Dissemination Agent from time to time.

“*EMMA*” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org, or such other location as may be designated in the future by the MSRB pursuant to the Rule.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” currently means, with respect to both the City and the Airport, July 1 to June 30.

“Listed Events” means any of the events listed in Section 4(A) of this Continuing Disclosure Agreement, and includes any Material Listed Events.

“Material Listed Events” means such of the events listed in Section 4(A) of this Continuing Disclosure Agreement which requires a determination of materiality and which the City has advised the Dissemination Agent are material under applicable federal securities law.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the SEC in accordance with the Rule.

“National Repository” means any nationally recognized municipal securities information repository for purposes of the Rule. Currently, the sole National Repository within the meaning of the Rule is the MSRB through EMMA and filings shall be submitted solely at its website, <http://emma.msrb.org>.

“Objective Criteria” means any air carrier that is party to a use agreement with the City with a term of more than one year pursuant to which it (or its corporate parent) has paid amounts equal to at least 20% of the Revenues of the Airport for each of the prior two Fiscal Years. As of the date of the Official Statement, Southwest Airlines is the only airline which meets the criteria in the preceding sentence.

“Obligated Person” means the City and any airline meeting the Objective Criteria.

“Official Statement” means the Official Statement dated November 5, 2026, relating to the issuance and sale of the Series 2026 Bonds.

“Participating Underwriter” means any of the original underwriter(s) of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

“Repository” means each National Repository and each State Repository, if any.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the U.S. Securities and Exchange Commission.

“State” means the State of Missouri.

“State Repository” means any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. As of the date of this Continuing Disclosure Agreement, there is no State Repository.

Unless the context clearly indicates otherwise, words used in the singular include the plural and words used in the plural include the singular.

Section 2. Provision of Annual Reports.

A. The City shall, or shall cause the Dissemination Agent to, not later than two hundred ten (210) calendar days (if the 210th day is not a Business Day, then the next succeeding Business Day) after the end of the City's Fiscal Year (presently June 30) commencing with the report for the Fiscal Year ending June 30, 2026, provide to each Repository an Annual Report which is consistent with the requirements of Section 3 of this Continuing Disclosure Agreement. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Continuing Disclosure Agreement; *provided that and notwithstanding the foregoing, the audited financial statements of the City and the Airport may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available to the City and the Airport by that date.* If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 4(A) of this Continuing Disclosure Agreement.

B. Not later than three (3) Business Days prior to the date specified in Subsection A above for providing the Annual Report to the Repositories, the City shall either provide the Annual Report, in PDF format, word-searchable, to the Dissemination Agent with instructions to file the Annual Report as specified in Subsection A above or provide a written certification to the Dissemination Agent that the City has provided the Annual Report to the Repositories.

C. If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repositories by the date in Subsection A above, the Dissemination Agent shall send a notice to each Repository in substantially the form of **Exhibit A** attached hereto.

D. The Dissemination Agent shall:

1. determine each year, prior to the date for providing the Annual Report to the Repositories the name and address of each National Repository and the State Repository, if any;
2. unless the City has certified in writing that the City has provided the Annual Report to the Repositories, promptly following receipt of the Annual Report and the instructions required by Subsection B above, provide the Annual Report to the Repositories and file a report with the City certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided, and listing all the Repositories to which it was provided or that the City has certified that it filed the Annual Report; and
3. unless the City has provided the Annual Report as provided above, notify the City in each year not later than ninety (90) days and again not later than thirty (30) days prior to the date for providing the Annual Report to the Repositories, of the date on which its Annual Report must be provided to the Dissemination Agent or the Repositories.

Section 3. Content of Annual Reports.

The City's Annual Report will contain or incorporate by reference the following:

A. Audited financial statements of the Airport for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated from time to time by the

Governmental Accounting Standards Board (“GASB”) and all statements and interpretations issued by the Financial Accounting Standards Board which are not in conflict with the statements issued by GASB, ***provided, however***, that the Airport may from time to time, in order to comply with federal or State legal requirements, modify the basis upon which such financial statements are provided. Notice of any such modification shall be provided to the MSRB and shall include a reference to the applicable law or requirement describing such accounting basis.

B. The following statistical and operating data of the Airport, updated for the Airport’s prior Fiscal Year:

- (1) A list of Major Air Carriers, Regional Air Carriers and Air Cargo Carriers at the Airport, including information as to which are Signatory Airlines and Non-Signatory Airlines comparable in substance to the list contained in the Official Statement under the caption “THE AIRPORT – Air Carrier Service”;
- (2) A table reflecting “Airport Revenues and Expenses and Certain Bond-Related Data” comparable in substance to the table contained in the Official Statement under the caption “AIRPORT FINANCIAL INFORMATION – Revenues and Expenses”;
- (3) A table reflecting “O&D and Connecting Enplanements” comparable in substance to the table contained in the Official Statement under the caption “THE AIRPORT – Passenger Enplanements”;
- (4) A table reflecting annual enplanements of the four largest air carriers at the Airport and market shares comparable in substance to the table in the Official Statement under the caption “THE AIRPORT – Airline Market Shares”;
- (5) A table reflecting a summary of historical revenues for the most recent financial statements of the Airport compared to the year-to-date (“YTD”) revenues for the then current Fiscal Year (“FY”) comparable in substance to the table in the Official Statement under the caption “AIRPORT FINANCIAL INFORMATION – SUMMARY OF HISTORICAL REVENUES (FY 2025 YTD March Compared to FY 2026 YTD March”;
- (6) A table reflecting “Projected Revenues (In Thousands)” comparable in substance to Table 42 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement;
- (7) A table reflecting “Trends in Scheduled Service at STL, FY2019-2026” comparable in substance to Table 20 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement;
- (8) A table reflecting “Forecast Enplanements – Base Scenario at STL” comparable in substance to Table 28 APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement;
- (9) A table reflecting “Forecast Seats and Aircraft Departures at STL – Base Scenario” comparable in substance to Table 29 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement;

(10) A table reflecting “Forecast Landed Weight and Average Weight per Landing at STL - – Base Scenario ” comparable in substance to Table 31 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement;

(11) A table reflecting “Projected Signatory Landing Fee Rates and Terminal Rental Rates (in Thousands)” comparable in substance to Table 43 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement; and

(12) A table reflecting “Base Forecast - Projected Debt Service Coverage (in Thousands)” comparable in substance to Table 48 in APPENDIX A - “Financial Feasibility Report of the Airport Consultant” in the Official Statement.

Section 4. Reporting of Listed Events.

A. Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Series 2026 Bonds, in a timely manner not in excess of ten (10) business days after the occurrence of such event:

1. principal and interest payment delinquencies;
2. non-payment related defaults, if material;
3. modifications to rights of Bondholders, if material;
4. Bond calls, if material, and tender offers;
5. defeasance;
6. rating changes;
7. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;
8. unscheduled draws on debt service reserves reflecting financial difficulties;
9. unscheduled draws on credit enhancements reflecting financial difficulties;
10. substitution of credit or liquidity providers, or their failure to perform;
11. release, substitution or sale of property securing repayment of the Series 2026 Bonds, if material;
12. bankruptcy, insolvency, receivership or similar event of an Obligated Person;
13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

B. The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event, contact the City, inform the Disclosure Representative of the event, and, if such Listed Event requires a determination of materiality, request that the City promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to Subsection F below. For the purpose of this Continuing Disclosure Agreement, “actual knowledge” of the Listed Events shall mean knowledge by an officer of the Dissemination Agent with responsibility for matters related to this Continuing Disclosure Agreement.

C. Whenever the City obtains knowledge of the occurrence of a Listed Event requiring a determination of materiality, as set forth in Subsection A above, because of a notice from the Dissemination Agent pursuant to Subsection B above or otherwise, the City shall as soon as possible determine if such event is a Material Listed Event.

D. If knowledge of the occurrence of a Listed Event requiring a determination of materiality would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing that it is a Material Listed Event. Such notice shall instruct the Dissemination Agent to report the occurrence of the Material Listed Event pursuant to Subsection F below.

E. If in response to a request under Subsection B above, the City determines that the Listed Event requiring a determination of materiality is not a Material Listed Event, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to Subsection F below.

F. The Dissemination Agent shall file a notice of all Listed Events within the timeframe set forth in Subsection A above with the Repository, with a copy to the City.

Section 5. EMMA. The Dissemination Agent shall use EMMA for the submission of Annual Reports and Listed Events for so long as EMMA is recognized, authorized or approved by the SEC. Submission of an Annual Report or a Listed Event by the Dissemination Agent to EMMA shall be deemed to satisfy the Dissemination Agent’s obligations under this Continuing Disclosure Agreement with respect to that Annual Report or Listed Event. With respect to Listed Events 4 and 5, notice of the occurrence of any optional or unscheduled redemption of any Series 2026 Bonds or defeasance of any Series 2026 Bonds shall be given under this Continuing Disclosure Agreement not in excess of ten (10) business days after the notice (if any) of such redemption or defeasance is given to the Bondholders pursuant to the Indenture.

Section 6. Termination of Reporting Obligations. The City’s and the Dissemination Agent’s obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all the Series 2026 Bonds. If the City’s obligations under this Continuing Disclosure Agreement are assumed in full by another entity, such entity shall be responsible for

compliance with this Continuing Disclosure Agreement in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2026 Bonds, the City shall give notice of such termination or substitution in the same manner as for a Listed Event under Section 4(A) of this Continuing Disclosure Agreement. This Continuing Disclosure Agreement shall also terminate upon (i) the Rule being withdrawn, retroactively repealed, or having been found by a court of competent jurisdiction to be invalid in a non-appealable action; or (ii) receipt by the Dissemination Agent and the City of an opinion of counsel of nationally recognized expertise in matters relating to securities laws affecting municipal securities to the effect that the Rule is no longer applicable to the Series 2026 Bonds.

Section 7. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the City shall not have any obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event.

Section 8. Amendment; Waiver.

Notwithstanding any other provision of this Continuing Disclosure Agreement, the City and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the execution of such amendment by the Dissemination Agent so requested by the City shall not be unreasonably withheld) and any provision of this Continuing Disclosure Agreement may be waived, provided that the following conditions are satisfied:

A. If the amendment or waiver relates to the provisions of Sections 2A, 3 or 4A of this Continuing Disclosure Agreement, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, rule or regulation or change in the identity, nature or status of an Obligated Person with respect to the Series 2026 Bonds, or the type of business conducted;

B. The undertaking, as amended or taking into account such waiver, should, in the opinion of counsel to the Participating Underwriters, have complied with the requirements of the Rule at the time of the original issuance of the Series 2026 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

C. The amendment or waiver in the Opinion of Co-Bond Counsel for the Series 2026 Bonds, does not materially impair the interests of the Bondholders or Beneficial Owners of the Series 2026 Bonds.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 4A of this Continuing Disclosure Agreement, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, any Bondholder or Beneficial Owner of the Series 2026 Bonds may take such action as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement shall not be deemed to be an Event of Default under the Indenture or with respect to the Series 2026 Bonds, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the City or the Dissemination Agent to comply with this Continuing Disclosure Agreement shall be action to compel performance.

Section 10. Duties, Immunities and Liabilities of Dissemination Agent.

The Dissemination Agent at the time acting hereunder may at any time resign by giving not less than sixty (60) days' written notice to the City specifying the date when such resignation will take effect. No such resignation shall take effect unless a successor Dissemination Agent shall have been appointed by the City. If no successor Dissemination Agent has been appointed within sixty (60) days of the notice, the Dissemination Agent may petition a court of competent jurisdiction to have a successor Dissemination Agent appointed.

The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement, and, to the extent permitted by applicable law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, and agents, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including costs and expenses (including reasonable attorney's fees and expenses) of defending against any claim of liability as it relates to the City, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct.

The Dissemination Agent shall not be responsible for the content of any notice or information provided by the City to the Dissemination Agent for filing or the City's failure to submit a complete Annual Report. The Dissemination Agent shall not be responsible for ensuring the compliance with any rule or regulation of the City or Participating Underwriter in connection with the filings of information herein, but is merely responsible for the filing of any such information provided to the Dissemination Agent by the City.

The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds. The City shall pay the fees, charges, and expenses of the Dissemination Agent in connection with its administration of this Continuing Disclosure Agreement.

Section 11. Notices. Any notices or communications to or between any of the parties to this Continuing Disclosure Agreement may be given by registered or certified mail, return receipt requested, or by confirmed facsimile, or delivered in person or by overnight courier, and will be deemed given on the second day following the date on which the notice or communication is so mailed, as follows:

To the Airport:

St. Louis Lambert International Airport
10701 Lambert International Drive
St. Louis, Missouri 63145
Attention: Gerald A Beckmann
Telephone: (314) 551-5034
Facsimile: (314) 426-5733

To the City: The City of St. Louis, Missouri
City Hall West
1520 Market Street, Room 3005
St. Louis, Missouri 63103
Attention: Gerard Hollins, Interim Deputy Director,
Finance & Admin.
Telephone: 314-657-3700
Facsimile: (314) 622-4026

With copy to: The City of St. Louis, Missouri
City Hall, Room 314
1200 Market Street
St. Louis, Missouri 63103
Attention: City Counselor
Telephone: (314) 622-4078
Facsimile: (314) 622-4956

To the Dissemination Agent: UMB Bank, N.A.
2 South Broadway, Suite 600
St. Louis, Missouri 63102
Attention: Corporate Trust Department
Telephone: (314) 612-8492
Facsimile: (314) 612-8499

Any person may, by written notice to the other persons listed above, designate a different address, telephone number(s) or facsimile number(s) to which subsequent notices or communications should be sent.

Section 12. Beneficiaries. This Continuing Disclosure Agreement has been executed to assist the Participating Underwriters in complying with the Rule; however, shall inure solely to the benefit of the City, the Dissemination Agent, and Bondholders and the Beneficial Owners from time to time of the Series 2026 Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 14. Governing Law; Venue. This Continuing Disclosure Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri, without reference to or giving effect to the conflict of laws provisions thereof. Any action under this Continuing Disclosure Agreement shall be filed in the 22nd Judicial Circuit of the State of Missouri (City of St. Louis) or in the United States District Court for the Eastern District of Missouri.

Section 15. Severability. If any provision in this Continuing Disclosure Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 16. Captions. The captions or headings in this Continuing Disclosure Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Continuing Disclosure Agreement.

Section 17. Electronic Means. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, The City of St. Louis, Missouri, has caused this Continuing Disclosure Agreement to be signed in its name and on its behalf and its corporate seal to be hereunto affixed and attested by its duly elected officials and/or authorized officers, all as of the day and year first above written.

[SEAL]

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Cara Spencer , Mayor

By: _____
Donna M.C. Baringer , Comptroller

ATTEST

By: _____
Amber Boykins Simms, Register

APPROVED AS TO FORM:

By: _____
Michael Garvin, City Counselor

IN WITNESS WHEREOF, UMB Bank, N.A., as Dissemination Agent, has caused this Continuing Disclosure Agreement to be signed in its name and on its behalf by one of its duly authorized officers as of the day first above written.

UMB BANK N.A., as Dissemination Agent

By: _____
Karie A. Puleo, Vice President

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: The City of St. Louis, Missouri (the “City”)

Name of Bond \$ _____ The City of St. Louis, Missouri
Issue: Airport Revenue Bonds, Series 2026A (TAXABLE)
 (St. Louis Lambert International Airport)

 \$ _____ The City of St. Louis, Missouri
 Airport Revenue Bonds, Series 2026B (AMT)
 (St. Louis Lambert International Airport)

 \$ _____ The City of St. Louis, Missouri
 Airport Revenue Bonds, Series 2026C (Non -AMT)
 (St. Louis Lambert International Airport)

Date of Issuance: November 24, 2026

NOTICE IS HEREBY GIVEN that the City has not filed an Annual Report with respect to the above Bonds as required by the Continuing Disclosure Agreement dated as of November 1, 2026, between the City and UMB Bank, N.A., as Dissemination Agent. The City has informed the Dissemination Agent that the City anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

UMB BANK, N.A., as Dissemination Agent
on behalf of The City of St. Louis, Missouri

cc: The City of St. Louis, Missouri

APPENDIX I

THE PFC PROGRAM

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THE PFC PROGRAM

Authority and Purpose of Passenger Facility Charges. Section 40117 of Title 49 of the United States Code allows public agencies controlling commercial service airports (those with regularly scheduled service and enplaning 2,500 or more passengers annually) to charge enplaning passengers using the airport a \$1, \$2, \$3, \$4 or \$4.50 charge, referred to as a Passenger Facility Charge, or “PFC”. The purpose of the charge is to provide additional capital funding for the expansion of the national airport system. The proceeds from PFCs are to be used to finance eligible airport-related projects that preserve or enhance safety, capacity, or security of the national air transportation system, reduce noise from an airport that is part of such system, or furnish opportunities for enhanced competition between or among air carriers.

Termination of Authority to Impose and Use PFCs. The FAA may terminate the City’s authority to impose PFCs, subject to informal and formal procedural safeguards, if the FAA determines that (i) the City is in violation of certain provisions of the Noise Control Act, 42 USC 4901-4918 (the “Noise Act”), relating to airport noise and access restrictions, (ii) PFCs and investment income thereon are not being used for Approved PFC funding in accordance with the FAA’s approvals or with the PFC Act and the PFC Regulations, (iii) implementation of projects financed with PFCs does not commence within the time periods specified in the PFC Act and the PFC Regulations or (iv) the City is otherwise in violation of the PFC Act, the PFC Regulations or the PFC Approvals.

Noise Act Violations. The City’s authority to impose PFCs may be terminated if the City violates the provisions of the Noise Act. Although the procedures described above do not apply to alleged violations of the Noise Act, the Noise Act and FAA regulations thereunder provide procedural safeguards to ensure that the City’s authority to impose PFCs at the Airport will not be summarily terminated because of violations of the Noise Act. In general, the City can prevent termination of its PFC Authority by suspending the effectiveness of any noise or access restriction in question, until the legal sufficiency of the restriction, and its impact on the City’s authority to impose PFCs at the Airport, has been determined. In addition, the City may not receive a new approval to impose PFCs if it is in violation of the Noise Act. The PFC approval issued by the FAA in 1999 (PFC #13) included a finding by the FAA that the City has not been found to be in violation of the Noise Act. Since 1999, the FAA has approved four more PFC applications under expedited procedures that do not require it to make a specific finding regarding Noise Act violations. The last application was approved in June 2026. While these later approvals did not include specific findings on Noise Act compliance, the approvals themselves show that FAA was not aware of any current or potential Noise Act violations.

Informal Resolution Process for PFC Act Violations. Pursuant to the provisions of the PFC Act, the PFC Regulations provide for an informal process for resolution of possible violations of the PFC Act, PFC Regulations or PFC Approvals.

Formal Termination Process for PFC Act Violations. Pursuant to the PFC Regulations, formal termination proceedings are authorized only if the FAA determines that efforts to achieve an informal resolution are not successful. The formal termination process prescribed in the PFC Regulations is to be initiated upon the FAA’s filing of a notice, followed by a 60-day period during which the City may submit further comments and take corrective action. The PFC Regulations provide that if corrective action is not taken as prescribed in the notice, the FAA is required to hold a public hearing at least 30 days after notifying the City and publishing a notice of the hearing in the Federal Register. After the public hearing, the City would have 10 days after receiving notice of the FAA’s decision to advise the FAA in writing that it will complete any corrective action prescribed in the FAA’s decision within 30 days or to provide the FAA with a list of collecting carriers, after which the FAA would notify the collecting carriers to terminate or to modify the PFC accordingly. The formal termination process would last at least 100 days.

Treatment of PFCs in Air Carrier Bankruptcies. The PFC Act was amended in 1996 to provide that PFCs that are held by a Collecting Carrier constitute a trust fund that is held for the beneficial interest of the eligible agency imposing the PFCs and that the Collecting Carrier holds neither legal nor equitable interest in the PFCs, except for any handling fee or retention of interest collected on unremitted proceeds. In addition, PFC Regulations require Collecting Carriers to account for PFC collections separately and to disclose the existence and amount of funds regarded as trust funds in financial statements. The Collecting Carriers, however, are permitted to commingle PFC collections with their other sources of revenue and are also entitled to retain interest earned on PFC collections until such PFCs must be remitted. Despite the language in the PFC Act, at least one bankruptcy court in an unpublished opinion has indicated that PFC revenues held by an air carrier in bankruptcy would not be treated as a trust fund and would instead be subject to the general claims of such air carrier's unsecured creditors. In an unpublished opinion rendered in the TWA bankruptcy, the Court entered a stipulated order on March 12, 2001 establishing a \$7.5 million PFC trust fund for the benefit of various airports to whom TWA was not current on PFC payments. At the time TWA filed its petition for reorganization, the Airport was owed approximately \$2 million in PFCs for the month of November 2000, which were payable by December 31, 2000. Pursuant to Court authorization, the Airport was paid all PFC amounts then due it on January 17, 2001. Thereafter, during the bankruptcy proceedings, TWA paid all PFC amounts due the Airport. There is no assurance as to which approach other bankruptcy courts will use in the future. In 2003, Congress added a provision (Section 124 of Pub. L. 108-176 (December 12, 2003)) that imposes additional requirements relating to PFC revenues on air carriers filing for bankruptcy after the date of enactment. These air carriers in bankruptcy would have to segregate PFC money so that the airport for which the PFC was collected would be assured of receiving its money should the airline go out of business during the interim period between the date that the PFC was collected and the time it was remitted to the airport. Such air carriers would not be required, however, to put that money in an escrow account.

The PFC Program at the City

City PFC Approvals. The Airport has obtained the approval under seventeen PFC applications (PFC #1 thru PFC #17) to impose and use PFCs (on both a pay-as-you-go and leveraged basis) for a variety of projects including the Noise Compatibility Program, Terminal 2, a number of smaller airfield and terminal projects, the ADP and the Terminal Improvement Program. In September 2001, the Airport obtained approval to increase the PFC rate from \$3.00 per passenger to \$4.50. The \$4.50 rate has been collected since December 2001. The Airport collected a total of approximately \$28.7 million in PFC Revenues (including investment earnings) for the Fiscal Year ended June 30, 2026.

As of June 30, 2026, the FAA has authorized the City to collect up to \$1.17 billion in PFCs through October 2028, of which approximately \$1.0 billion has been collected, plus an additional \$56.4 million of interest earned totaling \$1.06 billion of PFC Revenues. From this total, \$1.04 billion has been expended, leaving a PFC Account balance of approximately \$21.0 million.

APPENDIX J

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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MUNICIPAL BOND INSURANCE POLICY

ISSUER:

Policy No.: -N

BONDS: \$ in aggregate principal amount of

Effective Date:

Premium: \$

ASSURED GUARANTY INC. ("AG"), for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of AG, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which AG shall have received Notice of Nonpayment, AG will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by AG, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in AG. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by AG is incomplete, it shall be deemed not to have been received by AG for purposes of the preceding sentence and AG shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, AG shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by AG hereunder. Payment by AG to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of AG under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless AG shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to AG which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

AG may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to AG pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to AG and shall not be deemed received until received by both and (b) all payments required to be made by AG under this Policy may be made directly by AG or by the Insurer's Fiscal Agent on behalf of AG. The Insurer's Fiscal Agent is the agent of AG only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of AG to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, AG agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to AG to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of AG, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, ASSURED GUARANTY INC. has caused this Policy to be executed on its behalf by its Authorized Officer.

ASSURED GUARANTY INC.

By _____
Authorized Officer

1633 Broadway, New York, N.Y. 10019

(212) 974-0100

Form 500 (8/24)