

**First Amendment to the Pre-Development Agreement  
For the Design / Build / Finance of  
“Multiple Facilities at the McKinney National Airport”**

This FIRST AMENDMENT to the PRE-DEVELOPMENT AGREEMENT FOR THE DESIGN / BUILD / FINANCE of “MULTIPLE FACILITIES at the MCKINNEY NATIONAL AIRPORT” (the “*First Amendment*”) is entered into by and between **CITY OF MCKINNEY, TEXAS**, a Texas home-rule municipal corporation (“*City*”) and **GRIFFIN / SWINERTON, LLC**, a State of Delaware limited liability company (“*Developer*”), as of September \_\_\_\_, 2023. City and Developer may individually be referred to herein as a “*Party*,” and collectively as the “*Parties*.”

**RECITALS**

- A. City and Developer entered into a written Pre-Development Agreement, dated February 3, 2023 (the “*PDA*”) for pre-development work for the expansion of the general aviation facilities at the McKinney National Airport.
- B. City and Developer desire to amend certain terms of the PDA as set forth in this Amendment.

**FIRST AMENDMENT**

- 1. **Incorporation of Recitals.** All of the recitals set forth above are hereby approved and incorporated into the body of this First Amendment for all purposes allowed by law as if copied in their entirety.
- 2. **Defined Terms.** Capitalized terms that are not defined in this Amendment shall have the meanings ascribed to them in the PDA.
- 3. **Amendments to Recitals.** From and after the effective date of this First Amendment, the final Whereas clause is hereby deleted in its entirety and replaced with a new Whereas clause to read as follows:

“WHEREAS, after the provision of the PHASE 1 SERVICES described herein, OWNER and DEVELOPER may enter into a Development Agreement for the PHASE 2 SERVICES with the understanding that OWNER will finance, manage, operate, and maintain the completed PROJECT.”
- 4. **Amendment to Section 2.3, entitled “Description of PHASE I SERVICES.”** From and after the effective date of this First Amendment, Section 2.3 is hereby deleted in its entirety and replaced with a new Section 2.3, also entitled “Description of PHASE I SERVICES,” to read as follows:

“2.3 Description of PHASE 1 SERVICES.

The OWNER’s budget for the Guaranteed Maximum Price (“GMP”) is generally set forth in the OWNER’s Request for Proposals and is more particularly identified in Addendum No. 1 thereto for both Project 1 and Project 2. The OWNER’s budget for

the Guaranteed Maximum Price may be further detailed and/or further modified and updated by and through the processes set out in this AGREEMENT. The PHASE 1 SERVICES include DEVELOPER's development and delivery to OWNER of (a) a needs assessment and program, pre-design services, basis of design, and schematic design services through which phase a range of alternative design concepts are explored by the DEVELOPER's ARCHITECT with the OWNER to define the character of the completed Project and the completed Project is described three-dimensionally culminating in a schematic design of the Project (the "Schematic Design Documents"), (b) entitlement package, and (c) design development services, all of which culminate in an OWNER-approved design development set of plans and specifications and an estimate of construction costs (the "Design Development Documents") for the PROJECT in accordance with OWNER's standards and procedures and applicable local, state, and federal laws and requirements. DEVELOPER shall also deliver to OWNER a GMP (which shall also refer to the associated documentation related to the work to be performed for a Guaranteed Maximum Price) for the delivery of the PROJECT, complete and operational. DEVELOPER will deliver its GMP to OWNER on or before October 16, 2023, as the time frame for completion of this AGREEMENT is extended to the latter of December 15, 2023, or sixty (60) days after DEVELOPER's delivery of the GMP and all associated documentation to OWNER. The PHASE 1 SERVICES are described in detail in Exhibit D."

5. **Amendment to Section 2.5, entitled "OWNER Election to Terminate or Proceed to PHASE 2."** From and after the effective date of this First Amendment, Section 2.5 is hereby amended by deleting Section 2.5(a)(2) in its entirety and replacing said section with a new Section 2.5(a)(2) to read as follows:

"(2) Proceed with the PROJECT on a public-private partnership basis, in which case the PARTIES will proceed pursuant to the DEVELOPMENT AGREEMENT that the PARTIES will negotiate in good faith to achieve their goals, comply with legal requirements, and establish the budget, schedule, and scope exhibits in accordance with the GMP."

6. **Amendment to Section 2.5, entitled "OWNER Election to Terminate or Proceed to PHASE 2."** From and after the effective date of this First Amendment, Section 2.5 is hereby amended by deleting Section 2.5(b) in its entirety and replacing said section with a new Section 2.5(b) to read as follows:

"(b) If OWNER and DEVELOPER are unable to agree as to the GMP and terms of the Development Agreement in accordance with

subsection (a), then at the end of the sixty (60) day period, this AGREEMENT will terminate.”

7. **Amendment to Section 9.** From and after the effective date of this First Amendment, Section 9 is hereby deleted in its entirety and replaced with a new Section 9 to read as follows:

“9. The term of this AGREEMENT commences upon approval and execution of this AGREEMENT by the OWNER and extends through the latter of December 15, 2023, or sixty (60) days after DEVELOPER’s delivery of the GMP and all associated documentation to OWNER.”

8. **Amendments to Exhibit C.** From and after the effective date of this First Amendment, Exhibit C to the PDA is hereby deleted in its entirety and replaced with a new Exhibit C that is attached hereto as Exhibit C and incorporated herein and into the PDA by reference for all purposes allowed by law. Henceforth, all references to Exhibit C contained in the PDA shall mean and refer to the Exhibit C attached to this First Amendment.

9. **Miscellaneous Provisions.** The following miscellaneous provision are a part of this First Amendment:

- (a) Except as specifically amended herein, all provisions of the Pre-Development Agreement shall remain unchanged and in full force and effect and exist as if set forth herein in their entirety.
- (b) In the event of any conflict or inconsistency between the Pre-Development Agreement and this First Amendment, the terms of this First Amendment shall control.
- (c) This First Amendment is and shall be effective on the date of execution by the last party to sign this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year set forth above.

***OWNER:***

***CITY OF MCKINNEY, TEXAS***, a Texas home-rule municipal corporation

By: \_\_\_\_\_  
PAUL G. GRIMES  
City Manager

Date Signed: \_\_\_\_\_

ATTEST:

---

EMPRESS DRANE  
City Secretary

APPROVED AS TO FORM:

---

MARK S. HOUSER  
City Attorney

**DEVELOPER:**  
**GRIFFIN/SWINERTON, LLC**, a State of  
Delaware limited liability company

By: \_\_\_\_\_  
Name: Roger Torriero  
Title: Principal

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Korin Crawford  
Title: Executive Vice President

Date Signed: \_\_\_\_\_

EXHIBIT C

SCHEDULE FOR PHASE 1 SERVICES

MCKINNEY NATIONAL AIRPORT - CITY OF MCKINNEY, TX  
 AMENDMENT TO PDA AGREEMENT  
 EXHIBIT 1 - SCHEDULE FOR PHASE 1 SERVICES  
 NEW HANGAR AND FIS BUILDINGS

		2023											
PHASE 1 - PREDEVELOPMENT		1	2	3	4	5	6	7	8	9	10	11	12
ORIGINAL PDA SCHEDULE													
1	Approval of Predevelopment Agreement												
2	Notice to Proceed												
3	Program verification												
4	Airport approve program												
5	Schematic Design/Cost Estimate												
6	Airport Schematic plan reviews												
7	Design Development												
8	Airport Design Development plan reviews												
9	Developer Guaranteed Maximum Price Cost Estimate and Financing												
10	Notice To Proceed for Construction Documents/Permits												
11	City Approval of GMP/Development Agreement												