

In the opinion of Co-Bond Counsel, under existing statutes, regulations, rulings and court decisions, and subject to the conditions described herein under "TAX MATTERS," interest on the Series 2015A Bonds (as hereinafter defined) is excluded from gross income of the holders of such Series 2015A Bonds for federal income tax purposes, except that such exclusion shall not apply during any period such Series 2015A Bonds are held by a "substantial user" of the facilities financed or refinanced with proceeds of the Series 2015A Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended. Interest on the Series 2015A Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest may be subject to other federal income tax consequences referred to herein under "TAX MATTERS."

\$214,450,000

**GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

Dated: Date of Delivery**Due: October 1, as shown on inside cover**

The \$214,450,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2015A (AMT) of the City of Orlando, Florida (the "Series 2015A Bonds") are being issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City of Orlando, Florida (the "City"), under and pursuant to various provisions of law, and pursuant to the Airport Facilities Revenue Bond Resolution, originally adopted by the governing board of the Authority (the "Board"), on June 13, 1978, as supplemented and amended from time to time, and as codified on September 17, 2008, and as amended and restated on June 24, 2015 (collectively, the "Airport Facilities Revenue Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2015A Bonds, adopted by the Authority on September 16, 2015 (the "2015A Supplemental Resolution," and together with the Airport Facilities Revenue Bond Resolution, the "Bond Resolution"). Unless otherwise defined herein, capitalized terms used in this Official Statement shall have the meanings set forth in the Bond Resolution. See "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

The Airport Facilities Revenue Bond Resolution, as adopted by the Board on June 24, 2015, incorporates certain amendments to various provisions of the Airport Facilities Revenue Bond Resolution, which became effective on July 31, 2015, without the necessity of Bondholder consent, but with the consent of the Trustee and certain credit providers and following certain required notices and actions. See "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Recent Amendments to the Airport Facilities Revenue Bond Resolution" herein and "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

On September 16, 2015, the Board also approved additional amendments to the Airport Facilities Revenue Bond Resolution which will not become effective and incorporated into the Airport Facilities Revenue Bond Resolution until the Authority receives the written consent of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding at the time such consent is obtained and certain other approvals and consents (collectively, the "Consent Amendments"). Attached as Appendix C hereto is the Proposed Amended and Restated Airport Facilities Revenue Bond Resolution which is blacklined against the Airport Facilities Revenue Bond Resolution to show all of the Consent Amendments (the "Proposed Amended and Restated Bond Resolution"). See also "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein for a summary of the Consent Amendments. Each purchaser of Series 2015A Bonds will be required to execute a written consent to the Consent Amendments, the form of which is attached hereto as Appendix H.

The Series 2015A Bonds are being issued for the purpose of providing funds sufficient, together with other available funds of the Authority, to: (a) finance a portion of the costs of the 2015 Project (as defined herein), (b) refinance certain draws on lines of credit, along with accrued interest thereon, (c) pay capitalized interest on the Series 2015A Bonds, and (d) pay certain costs of issuance of the Series 2015A Bonds. See "PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS" and "SECURITY FOR THE SERIES 2015A BONDS" herein.

The Series 2015A Bonds are being issued as fully registered bonds and will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of beneficial interests in the Series 2015A Bonds will be made in book-entry only form, in the principal amount of \$5,000 and any integral multiple of \$5,000. Interest on the Series 2015A Bonds will accrue from their dated date and will be payable on April 1 and October 1 of each year commencing on April 1, 2016. Purchasers of beneficial interests in the Series 2015A Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2015A Bonds will be effected through the DTC book-entry system as described herein. The Series 2015A Bonds will not be transferable or exchangeable, except for transfer to another nominee of DTC or otherwise as described herein. Principal, interest, and the redemption price, if any, with respect to the Series 2015A Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as paying agent for the Series 2015A Bonds to Cede & Co., as nominee of DTC. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2015A Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2015A BONDS - Redemption Provisions" herein.

The Series 2015A Bonds are limited obligations, payable solely from and secured by a pledge of Revenues and other moneys pledged therefor, in the manner and to the extent provided in the Bond Resolution, as described herein. The pledge of and lien on the Series 2015A Bonds upon the Revenues is on a parity as to payment with the Outstanding Airport Facilities Revenue Bonds and any Additional Bonds and Refunding Bonds hereafter issued under the Bond Resolution. See "SECURITY FOR THE SERIES 2015A BONDS" herein. On October 16, 2013, the Authority adopted its Resolution relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the Use of Facilities and Services at Orlando International Airport (the "Rate Resolution"), which applies to all Airlines operating at the Airport and/or making use of the Airfield or Terminal (as such terms are defined in the Rate Resolution) at the Airport, which provides for the payment of fees and charges by such Airlines as more fully described herein, all of which became effective on November 1, 2013. Certain Airlines have executed Rate and Revenue Sharing Agreements (the "Revenue Sharing Agreements") with the Authority and, by virtue of being a party to an effective Revenue Sharing Agreement, are eligible to receive a share of certain Authority revenues. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" and "INFORMATION CONCERNING REVENUES" herein and "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT" attached hereto for more information regarding the Rate Resolution and its impact on Revenues.

THE SERIES 2015A BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY, THE AUTHORITY, THE STATE OF FLORIDA (THE "STATE") OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. THE SERIES 2015A BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, EXCEPT THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2015A BONDS AND NO REGISTERED OWNER OF A SERIES 2015A BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF ANY SERIES 2015A BOND, AND THE CITY AND THE AUTHORITY ARE NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2015A BONDS EXCEPT FROM THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is not a summary of the Series 2015A Bonds. Investors should read this entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2015A Bonds are offered when, as and if issued by the Authority and received by the Underwriters, and subject to the approval of legality by Nabors, Gibling & Nickerson, P.A., Tampa, Florida and D. Seaton and Associates, Orlando, Florida, as Co-Bond Counsel. Certain legal matters will be passed on for the Authority by Broad and Cassel, Orlando, Florida as Issuer's Counsel to the Authority. Greenberg Traurig, P.A., Orlando, Florida, and Ruye H. Hawkins, P.A., Orlando, Florida, have served as Co-Disclosure Counsel. Certain legal matters in connection with the Series 2015A Bonds will be passed upon for the Underwriters by Foley & Lardner LLP, Orlando, Florida, counsel to the Underwriters. Raymond James & Associates, Inc., Winter Park, Florida, Frasca & Associates, L.L.C., New York, New York, and National Minority Consultants, Inc., Orlando, Florida are Co-Financial Advisors to the Authority. It is expected that the Series 2015A Bonds in definitive form will be available for delivery through DTC on or about October 20, 2015.

J.P. Morgan**RBC Capital Markets****Jefferies
Morgan Stanley****Loop Capital Markets
Ramirez & Co., Inc.****Wells Fargo Securities**

Dated: October 1, 2015.

**MATURITIES PRINCIPAL AMOUNTS, INTEREST RATES, YIELDS,
PRICES AND INITIAL CUSIP NUMBERS[†]**

**\$214,450,000
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

\$106,170,000 of Serial Bonds

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.[†]
2016	\$2,250,000	2.000%	0.430%	101.482	392274F92
2017	2,420,000	4.000	0.830	106.110	392274G26
2018	2,515,000	4.000	1.220	108.023	392274G34
2019	3,920,000	5.000	1.490	113.405	392274G42
2020	4,120,000	4.000	1.790	110.417	392274G59
2021	4,285,000	5.000	2.030	116.558	392274G67
2022	4,495,000	4.000	2.280	110.992	392274G75
2023	4,675,000	5.000	2.450	118.311	392274G83
2024	4,910,000	4.000	2.630	110.857	392274G91
2025	5,110,000	5.000	2.760	119.367	392274H25
2026	5,365,000	5.000	2.900	118.031 ^C	392274H33
2027	5,635,000	5.000	3.020	116.901 ^C	392274H41
2028	5,915,000	5.000	3.140	115.783 ^C	392274H58
2029	6,210,000	5.000	3.230	114.954 ^C	392274H66
2030	6,520,000	5.000	3.320	114.131 ^C	392274H74
2031	6,845,000	5.000	3.390	113.496 ^C	392274H82
2032	7,190,000	5.000	3.450	112.955 ^C	392274H90
2033	7,545,000	5.000	3.500	112.507 ^C	392274J23
2034	7,925,000	5.000	3.550	112.060 ^C	392274J31
2035	8,320,000	5.000	3.600	111.616 ^C	392274J49

\$20,000,000 - 4.000% Series 2015A Term Bond due October 1, 2040,
Yield 4.150%, Price 97.680 CUSIP No. 392274J56[†]

\$27,880,000 - 5.000% Series 2015A Term Bond due October 1, 2040,
Yield 3.750%, Price 110.296^C CUSIP No. 392274J72[†]

\$60,400,000 - 5.000% Series 2015A Term Bond due October 1, 2045,
Yield 3.820%, Price 109.687^C CUSIP No. 392274J64[†]

[†] Initial CUSIP numbers have been assigned to the Series 2015A Bonds by an organization not affiliated with the Authority and are included for the convenience of the owners of the Series 2015A Bonds. The Authority is not responsible for the selection, use or accuracy of the CUSIP numbers nor is any representation made as to the accuracy of the CUSIP numbers as to the Series 2015A Bonds indicated above.

^C Priced to first optional redemption date of October 1, 2025 at par.

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Orlando, Florida 32827-4399
(407) 825-2001

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Dean Asher, Vice Chairman
Domingo Sanchez, Treasurer
The Honorable Buddy Dyer, Mayor, City of Orlando
The Honorable Teresa Jacobs, Mayor, Orange County
Ed Fouche, Member
James Palmer, Member

City Council Commissioners

Buddy Dyer, Mayor
Jim Gray
Tony Ortiz
Robert F. Stuart
Patty Sheehan
Regina I. Hill
Samuel B. Ings

Authority Management

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Stanley J. Thornton, Chief Operating Officer
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Winter Park, Florida

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NO DEALER, BROKER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED BY THE AUTHORITY, THE CITY OR THE UNDERWRITERS TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, IN CONNECTION WITH THE OFFERING OF THE SERIES 2015A BONDS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE FOREGOING. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES 2015A BONDS AND THERE SHALL BE NO SALE OF THE SERIES 2015A BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INFORMATION AND EXPRESSIONS OF OPINION CONTAINED IN THIS OFFICIAL STATEMENT ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE THE IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE AUTHORITY SINCE THE DATE HEREOF OR THE EARLIEST DATE AS OF WHICH SUCH INFORMATION IS GIVEN.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING STATEMENT FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR 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.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT WITH THE PURCHASERS OF THE SERIES 2015A BONDS. STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT WHICH INVOLVE ESTIMATES, FORECASTS OR MATTERS OF OPINION, WHETHER OR NOT EXPRESSLY SO DESCRIBED IN THIS OFFICIAL STATEMENT, ARE INTENDED SOLELY AS SUCH AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACTS.

THIS OFFICIAL STATEMENT CONTAINS CERTAIN "FORWARD-LOOKING STATEMENTS" CONCERNING THE AUTHORITY'S OPERATIONS, PERFORMANCE AND FINANCIAL CONDITION, INCLUDING THE AUTHORITY'S FUTURE ECONOMIC PERFORMANCE, PLANS AND OBJECTIVES AND THE LIKELIHOOD OF SUCCESS IN DEVELOPING AND EXPANDING THE AIRPORT. THESE STATEMENTS ARE BASED UPON A NUMBER OF ASSUMPTIONS AND ESTIMATES WHICH ARE SUBJECT TO UNCERTAINTIES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE AUTHORITY. THE WORDS "MAY," "WOULD," "COULD," "WILL," "EXPECT," "ANTICIPATE," "BELIEVE," "INTEND," "PLAN," "ESTIMATE" AND SIMILAR EXPRESSIONS ARE MEANT TO IDENTIFY THESE FORWARD-LOOKING STATEMENTS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS.

ALL SUMMARIES HEREIN OF DOCUMENTS AND AGREEMENTS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH DOCUMENTS AND AGREEMENTS, AND ALL SUMMARIES HEREIN OF THE SERIES 2015A BONDS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE FORM THEREOF INCLUDED IN THE AFORESAID DOCUMENTS AND AGREEMENTS.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2015A BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2015A BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THE SERIES 2015A BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE BOND RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2015A BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2015A BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN 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 2015A BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITE.

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OFFICIAL STATEMENT

relating to

\$214,450,000

GREATER ORLANDO AVIATION AUTHORITY AIRPORT FACILITIES REVENUE BONDS, SERIES 2015A (AMT) OF THE CITY OF ORLANDO, FLORIDA

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page, the inside cover and appendices attached hereto, is to set forth information concerning the Greater Orlando Aviation Authority (the "Authority"), the Airport System, the City of Orlando, Florida ("City"), and certain other information in connection with the sale of the \$214,450,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2015A (AMT) of the City of Orlando, Florida (the "Series 2015A Bonds").

This introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Official Statement, including the cover page and the appendices attached hereto, and the documents summarized or described herein. Before making an investment decision, a full review should be made of the entire Official Statement and of the documents summarized or described herein. The offering of the Series 2015A Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. No person is authorized to detach this Introduction from this Official Statement or to otherwise use it without the entire Official Statement including the appendices attached hereto.

Authorization for the Series 2015A Bonds

Under the Act (as defined herein), the Authority is authorized to issue revenue bonds to finance airport facilities and to refund outstanding bonds or other indebtedness of the Authority. The Series 2015A Bonds are being issued by the Authority as Additional Bonds, under and pursuant to various provisions of law, and pursuant to the Airport Facilities Revenue Bond Resolution, originally adopted by the Board of the Authority on June 13, 1978, as supplemented and amended from time to time, and as codified on September 17, 2008, and as amended and restated on June 24, 2015 (collectively, the "Airport Facilities Revenue Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2015A Bonds, adopted by the Board of the Authority on September 16, 2015 (the "2015A Supplemental Resolution," and together with the Airport Facilities Revenue Bond Resolution, the "Bond Resolution"). Unless otherwise defined herein, capitalized terms used in this Official Statement shall have the meanings set forth in the

Bond Resolution. See "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

The Airport Facilities Revenue Bond Resolution, as adopted by the Board on June 24, 2015, incorporates certain amendments to various provisions of the Airport Facilities Revenue Bond Resolution, which became effective on July 31, 2015, without the necessity of Bondholder consent, but with the consent of the Trustee and certain credit providers and following certain required notices and actions (collectively, the "Trustee Amendments"). See "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Recent Amendments to the Airport Facilities Revenue Bond Resolution" herein and "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

Consent to Future Amendments

On September 16, 2015, the Board also approved additional amendments to the Airport Facilities Revenue Bond Resolution which will not become effective and incorporated into the Airport Facilities Revenue Bond Resolution until the Authority receives the written consent of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding at the time such consent is obtained and certain other approvals, notices and consents (collectively, the "Consent Amendments"). Attached as Appendix C hereto is a form of the Amended and Restated Airport Facilities Revenue Bond Resolution blacklined to reflect all of the Consent Amendments (the "Proposed Amended and Restated Bond Resolution"). See also "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein for a summary of the Consent Amendments. Each purchaser of Series 2015A Bonds will be required to execute a written consent to the Consent Amendments, the form of which is attached hereto as Appendix H.

The Authority and the Airport System

The Authority was established as an agency of the City pursuant to Chapter 57-1658, Special Laws of Florida 1957 which was subsequently repealed, recodified and amended by Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"). The Airport is owned by the City. Pursuant to an Amended and Restated Operation and Use Agreement dated August 31, 2015 by and between the City and the Authority (the "Transfer Agreement"), the City has transferred to the Authority custody, control and management of the Airport for a term that will expire on September 30, 2065, subject to early termination under certain conditions, unless extended by the City and the Authority.

The Authority operates the Airport System for the accommodation of air commerce and transportation. The Authority also operates the Orlando Executive Airport as a general aviation airport. The Orlando Executive Airport does not constitute a part of the Airport System and revenues derived from the operation of the Orlando Executive Airport are not pledged to payment of the Bonds or the interest or the premium, if any, thereon. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM" herein and "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

The Authority is governed by a seven-member board (the "Board"). Five members are appointed by the Governor of the State of Florida (the "State"), subject to confirmation by the State Senate, one member is the Mayor of the City and one member is the Mayor of Orange County, Florida. One of the five members of the Board appointed by the Governor must be a resident of Osceola County, Florida. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Authority Governing Board and Management" herein.

Purpose of the Series 2015A Bonds

The Series 2015A Bonds are being issued for the purpose of providing funds sufficient, together with other available funds of the Authority, to: (a) finance a portion of the costs of the 2015 Project (as defined herein), (b) refinance certain draws on lines of credit, along with accrued interest thereon, (c) pay capitalized interest on the Series 2015A Bonds, and (d) pay certain costs of issuance of the Series 2015A Bonds. See "PLAN OF FINANCE," "ESTIMATED SOURCES AND USES OF FUNDS" and "SECURITY FOR THE SERIES 2015A BONDS" herein.

Description of the Series 2015A Bonds

The Series 2015A Bonds are being issued as fully registered bonds and will initially be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of beneficial interests in the Series 2015A Bonds will be made in book-entry only form, in the principal amount of \$5,000 and any integral multiple of \$5,000. Interest on the Series 2015A Bonds will accrue from their dated date and will be payable on April 1 and October 1 of each year commencing on April 1, 2016. Purchasers of beneficial interests in the Series 2015A Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2015A Bonds will be effected through the DTC book-entry system as described herein. The Series 2015A Bonds will not be transferable or exchangeable, except for transfer to another nominee of DTC or otherwise as described herein. Principal, interest, and the redemption price, if any, with respect to the Series 2015A Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as paying agent for the Series 2015A Bonds to Cede & Co., as nominee of DTC. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Series 2015A Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2015A BONDS - Redemption Provisions" herein.

Security for the Series 2015A Bonds

The Series 2015A Bonds are limited obligations, payable solely from and secured by a pledge of the Revenues and other funds pledged therefor in the manner and to the extent provided in the Bond Resolution, as described herein. The pledge of and lien on the Series 2015A Bonds upon the Revenues is on a parity as to payment with the Outstanding Airport Facilities Revenue Bonds and any Additional Bonds and Refunding Bonds hereafter issued under the Bond Resolution. See "SECURITY FOR THE SERIES 2015A BONDS" herein. On

October 16, 2013, the Authority adopted its Resolution relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the Use of Facilities and Services at Orlando International Airport (the "Rate Resolution") which applies to all Airlines operating at the Airport and/or making use of the Airfield or Terminal (as such terms are defined in the Rate Resolution) at the Airport, which provides for the payment of fees and charges by such Airlines as more fully described herein. Certain Airlines have executed Revenue Sharing Agreements with the Authority and, by virtue of being a party to an effective Revenue Sharing Agreement, are eligible to receive a share of certain Authority revenues. Airlines that are parties to an effective Revenue Sharing Agreement with the Authority are referred to herein as "Participating Airlines." Airlines that are not parties to an effective Revenue Sharing Agreement with the Authority, are still subject to the provisions of the Rate Resolution, and are referred to herein as "Non-Participating Airlines." See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" and "INFORMATION CONCERNING REVENUES" herein and "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT" attached hereto for more information regarding the Rate Resolution and its impact on Revenues.

THE SERIES 2015A BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY, THE AUTHORITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. THE SERIES 2015A BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, EXCEPT THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2015A BONDS AND NO REGISTERED OWNER OF A SERIES 2015A BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF ANY SERIES 2015A BOND, AND THE CITY AND THE AUTHORITY ARE NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2015A BONDS EXCEPT FROM THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER.

The Authority has previously issued various series of Airport Facilities Revenue Bonds pursuant to the Airport Facilities Revenue Bond Resolution, \$732,800,000 aggregate principal amount of which were outstanding as of the date of this Official Statement (the "Outstanding Airport Facilities Revenue Bonds"). The Series 2015A Bonds are being issued as Additional Bonds pursuant to the Airport Facilities Revenue Bond Resolution and will be secured on a parity with the Outstanding Airport Facilities Revenue Bonds as to the pledge of, lien on and source of payment from Revenues. Subject to certain conditions as set forth in the Bond Resolution, Additional Bonds and Refunding Bonds may be issued under the Bond Resolution

on a parity with the Outstanding Airport Facilities Revenue Bonds and the Series 2015A Bonds. See "SECURITY FOR THE SERIES 2015A BONDS" herein. The Outstanding Airport Facilities Revenue Bonds, the Series 2015A Bonds and any Additional Bonds and Refunding Bonds hereafter issued are collectively referred to as the "Bonds."

The Authority also has incurred, and may continue to incur, indebtedness and other obligations that are junior and subordinate to the Series 2015A Bonds. See "OTHER INDEBTEDNESS" herein.

Continuing Disclosure

In order to assist the Underwriters (as defined herein) in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission ("SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), simultaneously with the issuance of the Series 2015A Bonds, the Authority will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Digital Assurance Certification, L.L.C. ("DAC"). See "CONTINUING DISCLOSURE" herein and "APPENDIX G - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto for more information regarding the Continuing Disclosure Agreement and the information to be provided.

Report of the Airport Consultant

In connection with the issuance of the Series 2015A Bonds, the Authority has commissioned LeighFisher (the "Airport Consultant") to prepare the Report of the Airport Consultant dated September 18, 2015 (the "Report of the Airport Consultant"). The Report of the Airport Consultant is attached hereto as Appendix A, and should be read in its entirety to obtain a more complete description of the Airport, its operation and other proposed improvements. See "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement contains brief descriptions of, among other matters, the Authority, the Airport System, the Series 2015A Bonds, and the security and sources of payment for the Series 2015A Bonds. The Report of the Airport Consultant, the Bond Resolution, the Continuing Disclosure Agreement, the Rate Resolution, the form of Revenue Sharing Agreement, and the form of the Bondholder Consent to Consent Amendments, are attached as appendices hereto. References to such documents are qualified in their entirety to the copies and forms thereof attached hereto. Summaries of the Act and various constitutional provisions, statutes, and other documents are intended as summaries only and are qualified in their entirety by reference to such documents. To the extent not provided as an appendix hereto, copies of the Act and other documents referred to herein may be obtained upon written request and payment of any applicable charge for copying, mailing and handling, from the Office of the Chief Financial Officer, One Jeff Fuqua Boulevard, Orlando, Florida 32827-4399.

Forward Looking Statements

This Official Statement contains certain "forward-looking statements" concerning the Authority's operations, performance and financial condition, including the Authority's future economic performance, plans and objectives and the likelihood of success in developing and expanding the Airport. These statements are based upon a number of assumptions and estimates which are subject to uncertainties, many of which are beyond the control of the Authority. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

PLAN OF FINANCE

A portion of the proceeds of the Series 2015A Bonds will be used to (a) finance the costs associated with Ticket Lobby Improvements (as defined herein), the Airside 4 Improvements (as defined herein), and a portion of the cost of the Airsides 1 and 3 APM Replacements (as defined herein), all of which are components of the 2015 Project, and (b) refinance certain draws on lines of credit, along with accrued interest thereon. As used herein, "2015 Project," of which only certain elements are being financed with the proceeds of the Series 2015A Bonds, refers to (i) the expansion of the ticket lobbies in Terminals A and B to incorporate new technology and provide greater capacity (the "Ticket Lobby Improvements"); (ii) improvements to the federal inspection services ("FIS") facilities, construction of a new central energy plant air handling unit, the conversion of domestic gates to swing gates to accommodate increased international service, and renovation of restroom facilities all at Airside 4 (collectively, the "Airside 4 Improvements"); (iii) replacement of the automated people movers including a new operating system and running surfaces ("APM") for Airsides 1 and 3 (the "Airsides 1 and 3 APM Replacements"); and (iv) construction of the South Airport APM Complex, which includes an APM system, an APM station, a parking facility and related roadway improvements, as well as infrastructure improvements to accommodate up to four rail systems (the "South APM Complex"). Construction of the Ticket Lobby Improvements is expected to start in October 2015 and be substantially complete in December 2017. Construction of the Airside 4 Improvements is expected to begin in November 2015 and be substantially complete in September 2017. Construction of the Airsides 1 and 3 APM Replacements is expected to begin in October 2015 and be substantially complete in March 2018. See "ESTIMATED SOURCES AND USES OF FUNDS" and "CAPITAL IMPROVEMENT PROGRAM" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

The Authority currently expects to finance the costs associated with the balance of the 2015 Project with proceeds of subsequent issues of Additional Bonds, as well as other sources of funds. See "CAPITAL IMPROVEMENT PROGRAM" herein for more information regarding the 2015 Project, the Authority's plan for financing the balance of the 2015 Project and other projects the Authority plans to construct in the near future.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2015A Bonds are expected to be applied as follows:

Sources:

Par Amount of Series 2015A Bonds	\$214,450,000.00
Plus Net Bond Premium	22,601,895.60
Total Sources	<u>\$237,051,895.60</u>

Uses:

Deposit to the 2015A Capitalized Interest Subaccount	\$ 7,172,285.82
Line of Credit Reimbursement	44,445,947.90
Deposit to 2015A Construction Account	183,190,000.00
Deposit to Costs of Issuance Account ⁽¹⁾	2,243,661.88
Total Uses	<u>\$237,051,895.60</u>

⁽¹⁾ Includes, among other things, Underwriters' discount, and legal, financial and administrative expenses with respect to the Series 2015A Bonds.

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DESCRIPTION OF THE SERIES 2015A BONDS

General

The Series 2015A Bonds are being issued as Additional Bonds under the Bond Resolution, solely in the form of fully registered bonds, and in Authorized Denominations of \$5,000 and any integral multiple thereof. The Series 2015A Bonds shall be dated the date of the delivery thereof, and will mature and bear interest from their dated date to their respective maturity dates in the amounts and at the rates set forth on the inside cover page of this Official Statement. Interest on the Series 2015A Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, as registrar, paying agent and trustee for the Series 2015A Bonds on April 1 and October 1 of each year commencing on April 1, 2016, provided however, that if any such day is not a business day (i.e., a Saturday, Sunday, legal holiday or a day in which banking institutions in the city where the corporate trust offices of the Paying Agent is located are closed, or a date on which the Paying Agent is closed), then such payment shall be made on the next business day thereafter without payment of additional interest. Interest shall be paid by check or draft mailed by the Paying Agent to the registered owners thereof as their addresses appear on the registration books maintained by the Trustee, as Bond Registrar, at the close of business on the 15th day (whether or not a business day) of the month next preceding the interest payment date (the "Record Date"), irrespective of any transfer or exchange of such Series 2015A Bonds after such Record Date and before such interest payment date unless the Authority shall be in default of interest due on such interest payment date. The principal of the Series 2015A Bonds will be payable at the corporate trust operations office of the Trustee in Jacksonville, Florida. Registered owners of \$1,000,000 or more in principal amount of Series 2015A Bonds may arrange for the payment of principal and interest with respect to the Series 2015A Bonds by wire transfer in immediately available funds by written request made to the Trustee within certain times and upon certain conditions set forth in the Bond Resolution.

So long as Cede & Co. is the registered owner of the Series 2015A Bonds, all payments of principal, premium, if any, and interest on the Series 2015A Bonds are payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which, in turn, is expected to remit such amounts to the DTC Participants (as defined herein) for subsequent disposition to Beneficial Owners (as defined herein). See "BOOK-ENTRY ONLY SYSTEM" herein.

Redemption Provisions

Optional Redemption. The Series 2015A Bonds maturing on or after October 1, 2026 are subject to redemption prior to maturity, at the option of the Authority, in whole or in part, on October 1, 2025 and any date thereafter, and if in part, in such maturities as the Authority may direct, at a Redemption Price equal to the principal amount of the Series 2015A Bonds or portions thereof to be redeemed, plus accrued interest to the Redemption Date.

Mandatory Redemption. The Series 2015A Bonds maturing on October 1, 2040 bearing interest at 4.000% are subject to mandatory redemption in part, prior to maturity, by operation of the Debt Service Account to satisfy Sinking Fund Installments at redemption prices equal to 100 percent of the principal amount thereof, plus accrued interest to the date of redemption, on October 1 in the following years and in the following principal amounts.

**Series 2015A Term Bonds
maturing on October 1, 2040
with Interest Rate of 4.000%**

Year	Principal Amount
2036	\$3,650,000
2037	3,815,000
2038	3,990,000
2039	4,175,000
2040*	4,370,000

* Maturity

The Series 2015A Bonds maturing on October 1, 2040 bearing interest at 5.000% are subject to mandatory redemption in part, prior to maturity, by operation of the Debt Service Account to satisfy Sinking Fund Installments at redemption prices equal to 100 percent of the principal amount thereof, plus accrued interest to the date of redemption, on October 1 in the following years and in the following principal amounts.

**Series 2015A Term Bonds
maturing on October 1, 2040
with Interest Rate of 5.000%**

Year	Principal Amount
2036	\$5,090,000
2037	5,320,000
2038	5,565,000
2039	5,820,000
2040*	6,085,000

* Maturity

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The Series 2015A Bonds maturing on October 1, 2045 are subject to mandatory redemption in part, prior to maturity, by operation of the Debt Service Account to satisfy Sinking Fund Installments at redemption prices equal to 100 percent of the principal amount thereof, plus accrued interest to the date of redemption, on October 1 in the following years and in the following principal amounts.

**Series 2015A Term Bonds
maturing on October 1, 2045
with Interest Rate of 5.000%**

Year	Principal Amount
2041	\$10,935,000
2042	11,480,000
2043	12,050,000
2044	12,650,000
2045*	13,285,000

* Maturity

Notice of Redemption. Each notice of redemption shall specify the Series and maturities of the Bonds to be redeemed, the redemption date 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 to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall 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 with respect to Bonds, and that from and after such date interest thereon shall cease to accrue and be payable.

Notice of redemption shall be given by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty and not more than sixty days before the redemption date to all registered owners of the Bonds or portions of the Bonds to be redeemed at their last addresses as they appear on the registration books maintained in accordance with the provisions hereof, which as long as the Series 2015A Bonds are maintained in book-entry only form, will be through DTC. See "BOOK-ENTRY ONLY SYSTEM" herein. Failure to mail any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no such failure or defect occurred. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice.

An optional redemption may be a Conditional Redemption and the notice of redemption may state that the redemption is conditional upon the conditions set forth therein, and such notice and optional redemption shall be of no effect (i) if by no later than the scheduled redemption date, the conditions set forth therein have not been satisfied, or (ii) the Authority or the Trustee, at the written direction of the Authority, rescinds such notice on or prior to the scheduled redemption date. Such redemption may be conditional upon receipt by the Trustee or escrow

agent named by the Authority of sufficient moneys to redeem the Series 2015A Bonds and satisfaction of such other conditions set forth in the notice of redemption. A Conditional Redemption shall be deemed canceled once the Authority or the Trustee, at the written direction of the Authority, has given notice of rescission. The Authority or the Trustee, at the written direction of the Authority, shall give notice of rescission of a Conditional Redemption by the same means as is provided for the giving of notice of redemption. Any Series 2015A Bonds subject to a Conditional Redemption which has been canceled shall remain Outstanding, and neither the rescission nor the failure of funds being made available in part or in whole on or before the proposed redemption date shall constitute an Event of Default.

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 portion of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that so long as Cede & Co., as DTC's nominee, is the registered owner of the Series 2015A Bonds, DTC will select the Series 2015A Bonds to be redeemed. The portion of any Bond 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 Bonds for redemption, the Trustee or DTC shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount.

Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established in advance of their scheduled maturity or mandatory redemption date, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the Authority in a certificate in writing signed by an Authorized Officer of the Authority 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 shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculation of Sinking Fund Installments due on a future date.

Purchase in Lieu of Redemption

At any time the Series 2015A Bonds are subject to optional redemption, all or a portion of the Series 2015A Bonds to be redeemed pursuant to an optional redemption may be purchased in lieu of being redeemed by the Trustee at the direction of the Authority on the date on which such Series 2015A Bonds would otherwise have been redeemed. The purchase price for Series 2015A Bonds purchased in lieu of redemption will be equal to the Redemption Price that would have been applicable to the Series 2015A Bonds on such date. No notice to the owners of the Series 2015A Bonds to be purchased (other than the notice of redemption otherwise required by the Bond Resolution) is required. All Series 2015A Bonds to be so purchased in lieu of redemption that are not delivered to the Trustee on the purchase date shall be deemed to have been so purchased and not redeemed on the purchase date and shall cease to accrue interest as to the former Registered Owner on the purchase date.

Registration and Exchange

The registration of any Series 2015A Bond may be transferred upon the registration books as provided in the Bond Resolution. So long as the Series 2015A Bonds are issued solely in fully registered form and notwithstanding anything contained in the Bond Resolution to the contrary, the provisions of the Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds will not be applicable to the Series 2015A Bonds. In all cases of a transfer of a Series 2015A Bond, the Bond Registrar shall at the earliest practical time in accordance with the terms hereof enter the transfer of ownership in the registration books and shall deliver in the name of the new transferee or transferees a new fully registered Series 2015A Bond or Series 2015A Bonds of the same Series, maturity and of authorized denomination or denominations, for the same aggregate principal amount and payable from the same source of funds. The Authority, the City and the Bond Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2015A Bond an amount sufficient to reimburse them for any tax, fee or any other governmental charge required (other than by the City or the Authority) to be paid with respect to or in connection with any such transfer or exchange, and may require that such amounts be paid before any such new Series 2015A Bond shall be delivered.

The City, the Authority, the Bond Registrar, and the Paying Agent may deem and treat the registered owner of any Series 2015A Bond as the absolute owner of such Series 2015A Bond for the purpose of receiving payment of the principal thereof and the interest thereon. Subject to the provision of the Series 2015A Resolution, a Series 2015A Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Series 2015A Bonds, of other authorized denominations of the same Series, maturity and interest rate.

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning The Depository Trust Company, New York, New York ("DTC"), and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

DTC will act as securities depository for the Series 2015A Bonds. The Series 2015A Bonds will be issued as fully-registered securities 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 Series 2015A Bond certificate will be issued for each maturity of the Series 2015A Bonds and will be deposited with DTC.

DTC 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 3.6 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 (the "Indirect Participants"). The DTC rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2015A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2015A Bond (each a "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 (collectively, "Participants") through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2015A 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 the Series 2015A Bonds, except in the event that use of the book-entry system for the Series 2015A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2015A 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 the Series 2015A Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2015A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2015A 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. Beneficial Owners of Series 2015A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2015A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2015A Bond documents. For example, Beneficial Owners of Series 2015A Bonds may wish to ascertain that the nominee holding the

Series 2015A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2015A Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2015A 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 Series 2015A Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2015A 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 Authority or the Paying Agent on a payment 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 Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the Series 2015A Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, 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 Series 2015A Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2015A Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC upon compliance with any applicable DTC rules and procedures. In that event, Series 2015A Bond certificates will be printed and delivered to DTC.

The Authority, the City, and the Paying Agent and Registrar do not have any responsibility or obligation to the Direct Participants, Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct Participant or Indirect Participant; (b) the payment by DTC or any Direct Participant or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and interest on the Series 2015A Bonds; (c) the delivery or timeliness of delivery by DTC or any Direct Participant or Indirect Participant of any notice to any Beneficial Owner, which is required or

permitted under the terms of the Bond Resolution to be given to Bondholders; or (d) any consent given or other action taken by DTC, or its nominee, Cede & Co., as Bondholders.

SECURITY FOR THE SERIES 2015A BONDS

Brief descriptions of the source of payment of the Series 2015A Bonds, the flow of funds under the Airport Facilities Revenue Bond Resolution, the Authority's rate covenant set forth in the Airport Facilities Revenue Bond Resolution and certain other provisions of the Airport Facilities Revenue Bond Resolution are provided herein. The descriptions provided herein are qualified in their entirety by the applicable provisions of the Airport Facilities Revenue Bond Resolution attached hereto as Appendix B, all of which reflect the Trustee Amendments which, pursuant to Section 1002 of the Airport Facilities Revenue Bond Resolution became effective July 31, 2015.

On September 16, 2015, the Board approved the Consent Amendments, a summary of which is provided under the caption "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein. See also "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto for a form of the Proposed Amended and Restated Bond Resolution blacklined to reflect all of the Consent Amendments.

General

The Series 2015A Bonds are being issued as Additional Bonds under the Bond Resolution. As such, the Series 2015A Bonds are "Bonds" as such term is used in the Bond Resolution and are on parity with the Outstanding Airport Facilities Revenue Bonds as to the pledge of, lien on and source of payment from Revenues. In accordance with and subject to the terms and conditions of the Bond Resolution, Additional Bonds and Refunding Bonds may be issued under the Bond Resolution on parity with the Outstanding Airport Facilities Revenue Bonds and the Series 2015A Bonds. See "SECURITY FOR THE SERIES 2015A BONDS - Outstanding Airport Facilities Revenue Bonds" herein.

Pursuant to the Airport Facilities Revenue Bond Resolution, the Bonds, including the Series 2015A Bonds, and the interest and premium, if any, thereon are payable solely from and secured by a pledge of, and first lien on: (a) all Revenues; (b) the proceeds of the sale of such Bonds; and (c) all Funds established by the Bond Resolution (excluding any fund established to pay rebatable arbitrage), including the investments, if any, thereof, provided, however, that each of the separate subaccounts in the Debt Service Reserve Account shall secure only those series of Bonds designated by Supplemental Resolution to be secured by such separate subaccount and provided further that any Supplemental Revenues deposited in the Debt Service Account shall only be available and used to pay the principal of and interest on the Bonds of the Series to which such Supplemental Revenues are pledged. See "SECURITY FOR THE SERIES 2015A BONDS - Debt Service Reserve Account" herein.

For a complete description of the Consent Amendments which include, among other things, changes relating to the pledge effected by the Airport Facilities Revenue Bond Resolution, see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT

FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Revenues

Under the Bond Resolution, the term "Revenues" includes (a) all income and revenues from all sources collected or received by the Authority in the operation of the Airport System, including without limitation except as expressly provided in the Bond Resolution, all rentals, charges, landing fees, use charges and concession revenue received by or on behalf of the Authority in its capacity as the operator of the Airport System in connection with the operation, improvement and enlargement of the Airport System, or any part thereof; (b) all gifts, grants, reimbursements or payments received from governmental units or public agencies for the Airport System's benefit which are: (i) not restricted in application to a special purpose, and (ii) otherwise lawfully available for the payment of charges with respect to the Bonds; (c) income received on any investment of moneys held pursuant to the Airport Facilities Revenue Bond Resolution and paid into the Revenue Fund pursuant to the terms of the Bond Resolution; and (d) Available PFC Revenues for the applicable period. Revenues shall: (a) include the revenue or income from Special Purpose Facilities but only to the extent such revenue or income is not pledged to the payment of obligations of the Authority issued to finance such Facilities; (b) include PFC Revenues only to the extent they constitute Available PFC Revenues for the applicable period; and (c) exclude any revenue or income from Orlando Executive Airport or any additions, extensions or improvements thereto unless Orlando Executive Airport is added to the Airport System as provided in the definition of Airport System. See "SECURITY FOR THE SERIES 2015A BONDS - Application of Revenues" and "INFORMATION CONCERNING REVENUES" herein.

For a complete description of the Consent Amendments which include, among other things, changes relating to the definition of "Revenues," see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Debt Service Reserve Account

The Bond Resolution established a Debt Service Reserve Account within the Bond Fund, consisting of a Composite Reserve Subaccount and such additional reserve subaccounts as may be established with respect to particular Series of Bonds. The Series 2015A Bonds will be secured by the Composite Reserve Subaccount. An amount equal to the Composite Reserve Requirement is required to be maintained in the Composite Reserve Subaccount. The Composite Reserve Subaccount secures those Bonds designated to be secured by the Composite Reserve Subaccount and additional reserve subaccounts established with respect to particular Series of Bonds secure only those Series of Bonds designated to be secured by each such subaccount.

As of the date hereof, the Composite Reserve Subaccount secures all of the Outstanding Airport Facilities Revenue Bonds and no Series of Bonds is secured by its own separate subaccount. Upon issuance of the Series 2015A Bonds, the Composite Reserve Requirement

will be \$58,239,132.38, which will be fully funded. Due to excess funds on deposit in the Composite Reserve Subaccount prior to the issuance of the Series 2015A Bonds, no proceeds of the Series 2015A Bonds were required to be deposited into the Composite Reserve Subaccount to bring the amount on deposit therein equal to the Composite Reserve Requirement. The Composite Reserve Subaccount does not currently contain any Reserve Products.

If, on the final business day of any month, the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to the Airport Facilities Revenue Bond Resolution, the Trustee shall apply amounts from the applicable subaccounts in the Debt Service Reserve Account to the extent necessary to make good the deficiency; provided, however, that amounts in the separate subaccounts in the Debt Service Reserve Account shall be used only for the purpose of curing deficiencies with respect to the Series of Bonds secured by such subaccount. Any proceeds received from a Reserve Product shall be applied to cure deficiencies in the Debt Service Account only with respect to the Series of Bonds for which such Reserve Product was provided.

Whenever the moneys on deposit in a subaccount in the Debt Service Reserve Account shall exceed the applicable Debt Service Reserve Requirement, the Trustee, at the direction of an Authorized Officer of the Authority, shall allocate and apply the amount of such excess in the same manner as Revenues pursuant to the Airport Facilities Revenue Bond Resolution.

Whenever the amounts in the applicable subaccounts in the Debt Service Reserve Account, together with the amount in the Debt Service Account, are sufficient to pay fully all Outstanding Airport Facilities Revenue Bonds in accordance with their terms (including the principal of or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account shall be liquidated to the extent deemed necessary in order to provide for the timely payment of principal of and interest (or Redemption Price) on the Bonds Outstanding secured by the applicable subaccount in the Debt Service Reserve Account.

Notwithstanding the foregoing, if one or more subaccounts in the Debt Service Reserve Account have been funded with cash or Investment Securities and no event of default shall have occurred and be continuing under the Bond Resolution, the Authority may, at any time in its discretion, substitute a Reserve Product meeting the requirements of the Bond Resolution for the cash and Investment Securities in any such subaccount, and the Authority may then withdraw such cash and Investment Securities from such account and deposit them to the credit of the Revenue Fund so long as (a) the same does not adversely affect any rating by a Rating Agency then in effect for the applicable Series of Outstanding Airport Facilities Revenue Bonds, and (b) the Authority obtains an opinion of Bond Counsel that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the applicable Series of Bonds (if other than Taxable Bonds) for federal income tax purposes.

Cash on deposit in the applicable subaccount in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Product. If and to the extent that more than one Reserve Product is deposited in the applicable subaccount in the Debt Service Reserve Account,

drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

For a complete description of the Consent Amendments which include, among other things, changes relating to the foregoing description of the Debt Service Reserve Account, see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Flow of Funds

The Bond Resolution requires that all Revenues shall be promptly deposited by the Authority into the Revenue Fund. As soon as practicable in each month, after deposit therein, and in any event no later than five business days before the end of such month, Revenues in the Revenue Fund shall be deposited in the following Funds or transferred to the entities described below in the following order of priority:

(a) to the Operation and Maintenance Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for Operation and Maintenance Expenses for the then-current Fiscal Year as set forth in the current Annual Budget;

(b) 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 Accrued Aggregate Debt Service; provided that, for the purposes of computing the amount in said Account, there shall 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), other than with respect to Capital Appreciation Bonds, to the last day of the then current calendar month;

(c) except as otherwise provided below, to the Bond Fund for credit of the applicable subaccounts in the Debt Service Reserve Account, an amount, if and to the extent necessary, so that the balance in each subaccount shall equal the Debt Service Reserve Requirement with respect thereto;

(d) to the trustee, paying agent or holders of any Subordinated Indebtedness, such amount and at such times as shall be sufficient, taking into account any Subordinated Pledged Revenues, to pay the principal of and interest becoming due in the next succeeding month on any Subordinated Indebtedness, including any obligations to set aside or deposit moneys for future debt service payments, in the manner set forth in the Issuing Instrument(s) for the Subordinated Indebtedness;

(e) to the deposit to any debt service reserve account established by an Issuing Instrument for Subordinated Indebtedness such amount and at such times as shall be required by the terms of the Issuing Instrument;

(f) to the Operation and Maintenance Fund for credit to the Operation and Maintenance Reserve Account an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the amount which is equal to the difference between the sum on deposit in said Account at the beginning of the then current Fiscal Year and one-sixth of the Operation and Maintenance Expenses for the then Fiscal Year as set forth in the current Annual Budget;

(g) to the Capital Expenditures Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; provided that, if any such monthly allocation to said 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;

(h) to the Renewal and Replacement Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; 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 \$2,000,000 or such other greater amount as provided therefor by the Authority as necessary for the purposes of said Fund; and provided further that, if any such monthly allocation to said 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; and;

(i) to the Discretionary Fund, any amount remaining after making the deposits required by clauses (a) through (h) above.

Deposits to the Bond Fund shall be increased to the extent required to pay principal, interest and redemption premiums, if any, next becoming due, and to make up any deficiencies or losses that may otherwise arise in such Funds and subaccounts.

If there are not sufficient funds in the Revenue Fund available to make the amounts on deposit in each subaccount in the Debt Service Reserve Account equal to the Debt Service Reserve Requirement for the applicable Series of Bonds, there shall be deposited in each such subaccount an amount equal to the lesser of the Debt Service Reserve Requirement for such subaccount or the total amount available to be deposited into the Debt Service Reserve Account multiplied by a fraction, the numerator of which is the Bond Obligation of all Bonds of the applicable Series then Outstanding and the denominator of which is the total aggregate amount of the Bond Obligation of all Bonds of every Series then Outstanding under the Bond Resolution secured by a subaccount in the Debt Service Reserve Account.

Notwithstanding anything in the Bond Resolution to the contrary, the Authority shall not be required to fully fund a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Bonds under the Bond Resolution, if it provides on the date of issuance of any Series of Bonds in lieu of such funds, a Reserve Product issued by a Reserve Product Provider in an amount equal to the difference between the applicable Debt Service Reserve Requirement and the sums then on deposit in the applicable subaccount in the Debt Service Reserve Account. Such Reserve Product as provided above must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency

exists (or is expected to exist) in moneys held under the Bond Resolution for a payment with respect to the applicable Series of Bonds, which cannot be cured by funds in any other account held pursuant to the Airport Facilities Revenue Bond Resolution and available for such purpose, and which shall name the Trustee or a Paying Agent as the beneficiary thereof.

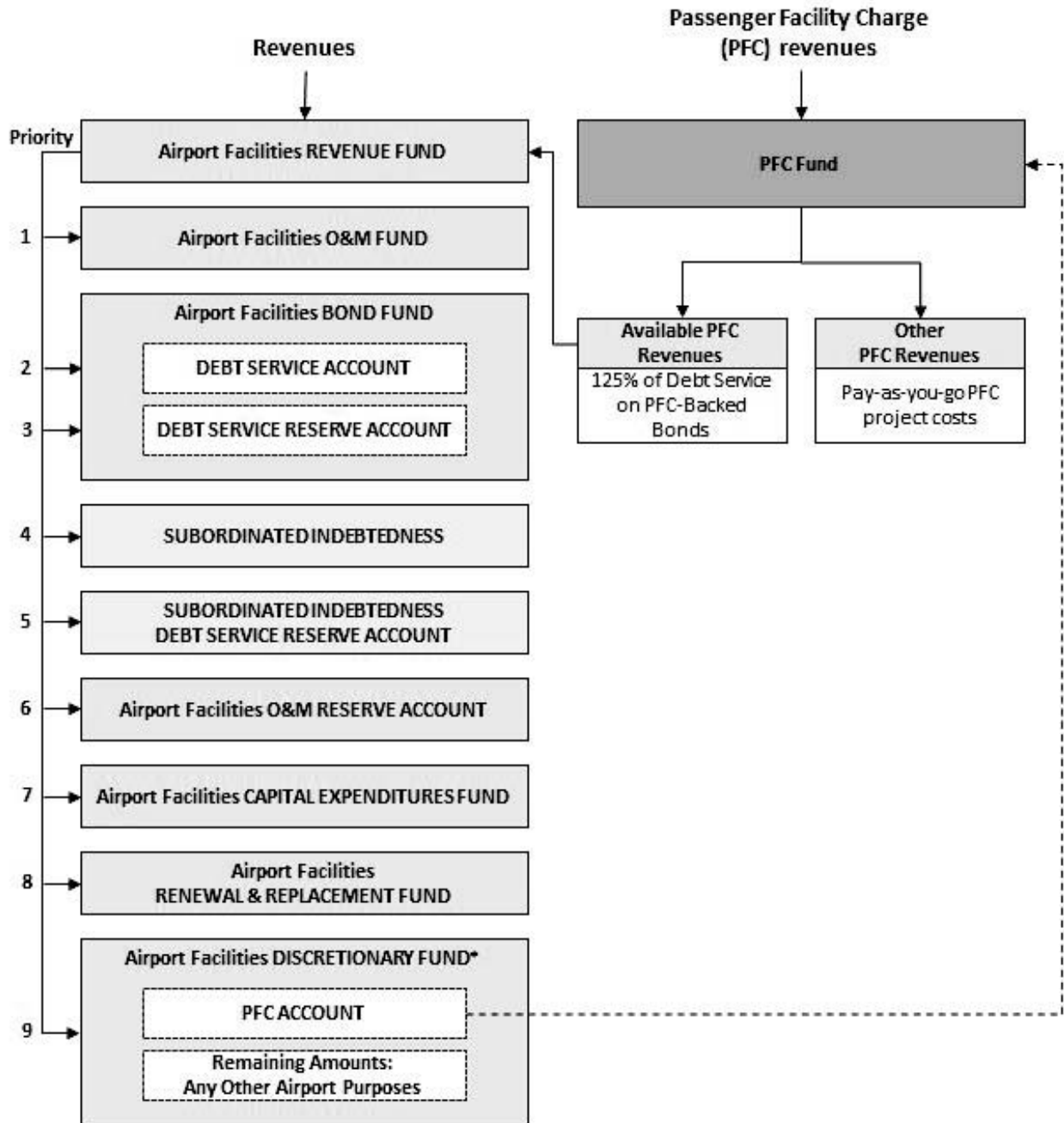
For a complete description of the Consent Amendments which include, among other things, changes relating to the foregoing description of the flow of funds, see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Application of Revenues

The following diagram presents a summary of the application of Revenues to various funds and accounts as governed by the provisions of the Bond Resolution and described above. A more complete description of the application of Revenues is included in "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto. See "INFORMATION CONCERNING REVENUES" herein for a description of the types of income and revenues of the Authority included in the definition of Revenues.

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Application of Revenues

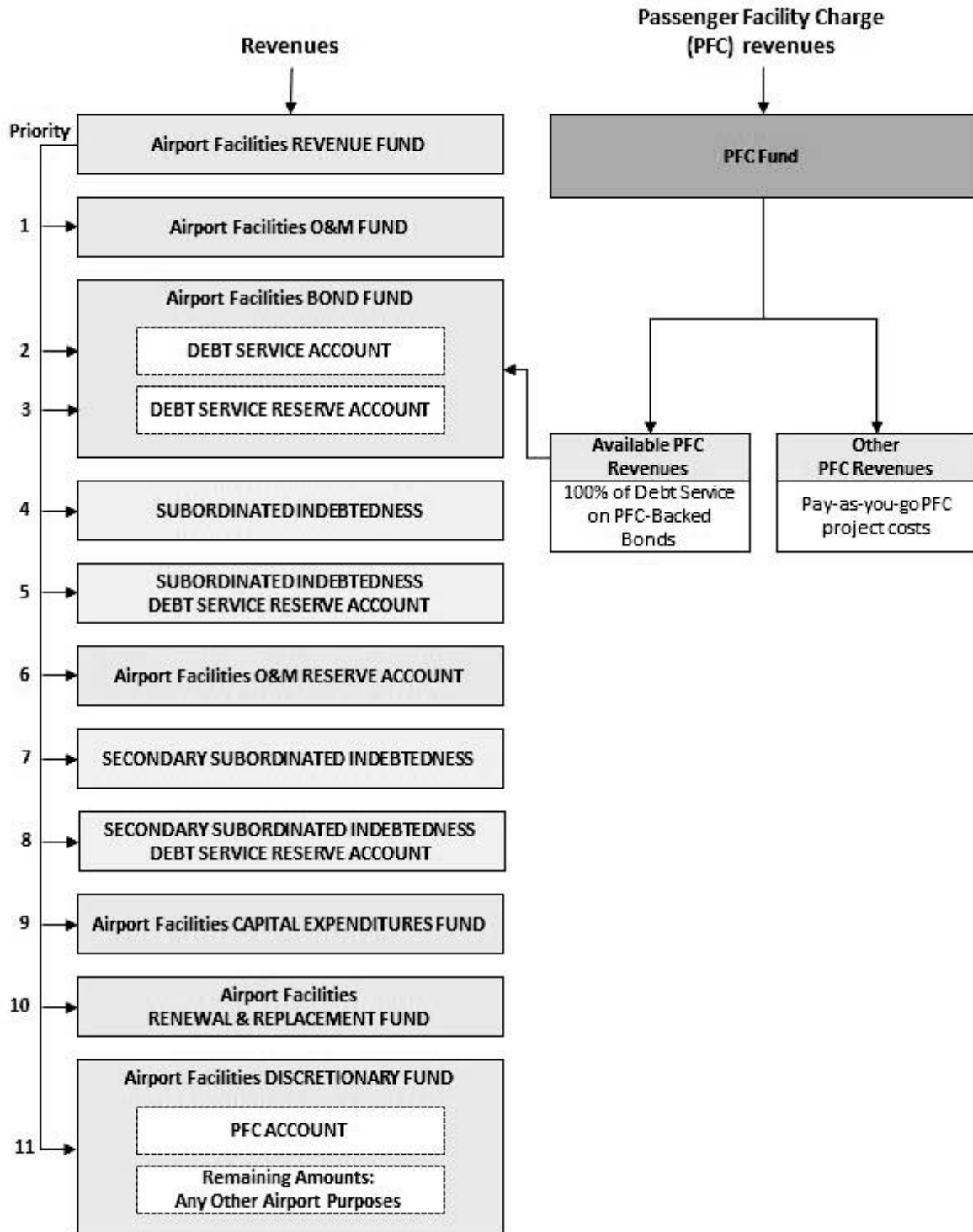


*Secondary Subordinated Indebtedness is payable from the Discretionary Fund.

The following diagram presents a summary of the application of Revenues to various funds and accounts as will be governed by the provisions of the Proposed Amended and Restated Bond Resolution upon the effective date of the Consent Amendments and as more particularly described in "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

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Application of Revenues upon Effective Date of Consent Amendments



Additional Bonds

The Airport Facilities Revenue Bond Resolution provides that Additional Bonds may be issued for the purpose of paying the Cost of Construction of any Additional Project, subject to the conditions set forth therein. Particularly, the Airport Facilities Revenue Bond Resolution conditions the issuance of Additional Bonds upon the satisfaction of the additional bonds limitation contained therein, which generally requires certifications by the Airport and the Airport Consultant that, for any consecutive 12-month period of the 30 calendar months immediately preceding the issuance of such proposed Additional Bonds, Net Revenues, plus applicable Supplemental Revenues, if any, for such 12-month period, equal at least 1.25 times the Aggregate Debt Service of the Outstanding Airport Facilities Revenue Bonds, and for each of the three Fiscal Years following the Fiscal Year in which an Additional Project is estimated to be completed, the Net Revenues, plus Supplemental Revenues, if any, are estimated to at least equal 1.25 times the Aggregate Debt Service of the Outstanding Airport Facilities Revenue Bonds for the corresponding Fiscal Years. See "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

For a complete description of the Consent Amendments which include, among other things, changes relating to the additional bonds test, see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Rate Covenant

The Authority has covenanted in the Airport Facilities Revenue Bond Resolution that it will at all times while any Bonds are Outstanding establish, fix, prescribe and collect rates, fees, rentals and other charges for the use of the Airport System as shall be required in order that in each Fiscal Year the Net Revenues less the amounts, if any, required to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund established under the Airport Facilities Revenue Bond Resolution, plus Supplemental Revenues in an amount not to exceed 1.25 times the Aggregate Debt Service of the Outstanding Airport Facilities Revenue Bonds on each series of Bonds secured by such Supplemental Revenues for such Fiscal Year, shall equal at least 1.25 times the Aggregate Debt Service for such Fiscal Year, and in any event, as shall be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues under the Airport Facilities Revenue Bond Resolution. See "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

The Authority shall remain obligated under the Airport Facilities Revenue Bond Resolution to establish, fix, prescribe and collect rates, fees, rentals and other charges as provided above until such time as there are no longer any Outstanding Airport Facilities Revenue Bonds. See "INFORMATION CONCERNING REVENUES" and "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" herein.

For a complete description of the Consent Amendments which include, among other things, changes relating to the rate covenant, see "SUMMARY OF CERTAIN AMENDMENTS

TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

Limited Obligations

THE SERIES 2015A BONDS SHALL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY, THE AUTHORITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. THE SERIES 2015A BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, EXCEPT THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE AUTHORITY, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2015A BONDS AND NO REGISTERED OWNER OF A SERIES 2015A BOND SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF FOR THE PAYMENT OF ANY SERIES 2015A BOND, AND THE CITY AND THE AUTHORITY ARE NOT AND SHALL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2015A BONDS EXCEPT FROM THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR IN THE MANNER AND TO THE EXTENT PROVIDED IN THE BOND RESOLUTION. THE AUTHORITY HAS NO TAXING POWER.

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Outstanding Airport Facilities Revenue Bonds

The following table presents the Authority's Outstanding Airport Facilities Revenue Bonds and the outstanding principal amounts as of the date of this Official Statement and prior to the issuance of the Series 2015A Bonds.

Outstanding Airport Facilities Revenue Bonds	Outstanding Principal Amount
Airport Facilities Refunding Revenue Bonds (Non-AMT), Series 1998	\$ 1,325,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2007A	99,815,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2008A	77,660,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2009A	90,820,000
Airport Facilities Revenue Bonds (AMT), Series 2009C	77,985,000
Airport Facilities Revenue Bonds (AMT), Series 2010A	77,470,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2010B	25,135,000
Airport Facilities Refunding Revenue Bonds (Non-AMT), Series 2011A	5,310,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2011B	70,040,000
Airport Facilities Refunding Revenue Bonds (Non-AMT), Series 2011C	36,410,000
Airport Facilities Refunding Revenue Bonds (Taxable), Series 2011D	64,990,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2012A	37,065,000
Airport Facilities Revenue Bonds (AMT), Series 2013A	44,260,000
Airport Facilities Refunding Revenue Bonds (Non-AMT), Series 2013B	24,515,000
Total:	<u><u>\$732,800,000</u></u>

OTHER INDEBTEDNESS

Subordinated Indebtedness

The Airport Facilities Revenue Bond Resolution permits the Authority to issue, without limit as to amount, Subordinated Indebtedness or Other Parity Indebtedness that is subordinate, in all respects, to the Bonds as to the pledge of, lien on, and payment from Revenues.

As of the date of this Official Statement, the Authority has outstanding \$2,945,000 in aggregate principal amount of its Airport Facilities Subordinated Revenue Bonds, Series 1998C (the "Gulf Breeze Loan"), which are scheduled to mature on December 1, 2015.

In addition to the Gulf Breeze Loan, the Authority has entered into two revolving credit agreements, the payment of which is on parity with Subordinated Indebtedness. In May 2013, the Authority entered into an agreement with Bank of America, N.A., to provide the Authority with a \$200 million subordinated line of credit (the "Bank of America Line of Credit"). The Bank of America Line of Credit has a scheduled expiration date of April 1, 2016. Prior to the issuance of the Series 2015A Bonds, the Bank of America Line of Credit had \$43.2 million outstanding. However, a portion of the proceeds of Series 2015A Bonds will be applied to repay all amounts outstanding under the Bank of America Line of Credit. See "ESTIMATED SOURCES AND USES OF FUNDS" herein. The Authority entered into an agreement on July 31, 2015 with Wells Fargo Bank, N.A., to provide the Authority with a \$250 million subordinated line of credit (the "Wells Fargo Line of Credit"). The Wells Fargo Line of Credit

has a scheduled expiration date of June 29, 2018. As of the date of this Official Statement, the Wells Fargo Line of Credit has \$137.5 million outstanding. The Authority expects to enter into an additional \$100 million line of credit in October 2015, which will also constitute Subordinated Indebtedness. Upon the effectiveness of the Consent Amendments, the lines of credit will become Secondary Subordinated Indebtedness. The Authority uses the lines of credit as a source of interim financing for capital projects, in anticipation of issuance of long term bonds and/or receipt of grants and PFCs, CFCs, Authority funds and/or other permanent funding sources.

In August 2015, the Authority used proceeds from a draw under the Wells Fargo Line of Credit, Authority funds and other available proceeds to redeem the Airport Facilities Secondary Subordinated Revenue Bonds, Series 1997 (Series 1997B) (the "Series 1997B Secondary Subordinated Indebtedness") and terminate the related interest rate swap agreement with Goldman Sachs Mitsui Marine Derivative Products, L.P. The Authority presently expects to issue long-term fixed rate subordinate bonds under a new subordinated indenture during the spring of 2016 and use the proceeds thereof to repay the draw under the Wells Fargo Line of Credit originally used to refinance the Series 1997B Secondary Subordinated Indebtedness and the related interest rate swap termination.

The Authority may issue in the future, certain additional Subordinated Indebtedness and certain Other Parity Indebtedness, which Subordinated Indebtedness and Other Parity Indebtedness are payable from Revenues as may from time to time be available for the payment thereof as provided in the Airport Facilities Revenue Bond Resolution or the Issuing Instrument, after payment of such amounts as necessary to pay the Bonds.

See "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto for a description of the amendments to the Airport Facilities Revenue Bond Resolution relating to certain provisions regarding the issuance of, and security for, certain Subordinated Indebtedness.

Interest Rate Swap

Although the Authority does not currently have any outstanding interest rate swap agreements, forward purchase agreements or other synthetic financial instruments, the Authority may enter into such transactions in the future for the purpose of managing the interest cost of its debt. Interest rate swaps and other synthetic financial instruments involve risks that could result in an economic loss to the Authority. While the Authority could elect to have regularly scheduled interest rate swap payment obligations secured by a parity lien on Revenues, the Authority's obligations with respect to termination payments or other obligations under any such interest rate swap agreement would be secured by a lien on Revenues subordinate to the lien securing the Bonds.

CFC Indebtedness

Pursuant to a resolution of the Authority adopted on August 20, 2008, as amended and restated on August 19, 2009 ("CFC Enabling Resolution"), the Authority authorized, and in October 2008 began collecting, a rental automobile customer facility charge or "CFC" to be derived from the operation of rental automobile activities, conducted at various rental automobile facilities assessed on each rental car transaction, currently equal to \$2.50 per day up to a maximum of five days. The Authority has pledged the CFC receipts to pay the costs and expenses of financing, designing, constructing, operating, relocating and maintaining certain rental automobile facilities at the Airport pursuant to a Trust Indenture, dated as of October 1, 2009, between The Bank of New York Mellon Trust Company, N.A., as trustee and the Authority (the "CFC Indenture"). As of the date of this Official Statement, the Authority has \$17,620,000 of its Special Purpose Facilities Taxable Revenue Bonds (Rental Car Facility Project), Series 2009 (the "CFC Bonds") outstanding under the CFC Indenture. The CFC Bonds are limited obligations of the Authority, payable solely from and secured by a pledge of the CFCs and other funds pledged under the CFC Indenture. The CFC Bonds are scheduled to mature on October 1, 2017. While the CFC Bonds are outstanding, CFCs are not included in Revenues under the Airport Facilities Revenue Bond Resolution and are not available to pay principal of and interest on the Bonds, including the Series 2015A Bonds. At such time as the CFC Bonds have been retired and any other indebtedness or other amounts payable from CFCs have been paid and prior to the effective date of the Consent Amendments, CFCs will then be included in Revenues and will be available to the Authority for any lawful purpose. See "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto for more information on the ability of the Authority to designate all or a portion of CFC revenues as "Available CFC Revenues" upon the effectiveness of the Consent Amendments.

SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION

Recent Amendments to the Airport Facilities Revenue Bond Resolution

On June 24, 2015, the Board adopted the Trustee Amendments which, pursuant to Section 1002 of the Airport Facilities Revenue Bond Resolution became effective July 31, 2015, without the necessity of Bondholder consent but with the consent of the Trustee and certain other credit providers and following certain required notices and actions. Among other things, the Trustee Amendments eliminated obsolete terms and provisions, elevated the payment of Subordinated Indebtedness in the flow of funds and modernized certain other provisions of the Airport Facilities Revenue Bond Resolution. The Airport Facilities Revenue Bond Resolution attached hereto as Appendix B, as well as the provisions of the Airport Facilities Revenue Bond Resolution summarized in this Official Statement, incorporate the Trustee Amendments.

Summary of Consent Amendments

On September 16, 2015, the Board approved the Proposed Amended and Restated Bond Resolution approving the Consent Amendments which is blacklined to show changes against the Airport Facilities Bond Resolution and a copy of which is attached as "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION." Each purchaser of Series 2015A Bonds will be required to execute a written consent to the adoption of the Proposed Amended and Restated Bond Resolution and to the Consent Amendments, the form of which is attached hereto as Appendix H. Upon (a) receipt of the written consent thereto of the Holders of at least a majority of the principal amount of the Bonds then Outstanding, (b) receipt of consent or approval of any other entities which have been provided such right, including the City, and (c) compliance with the relevant provisions of Articles X and XI of the Airport Facilities Revenue Bond Resolution, the Proposed Amended and Restated Bond Resolution will be deemed adopted and the Consent Amendments contained therein shall become effective. The Proposed Amended and Restated Bond Resolution attached hereto as Appendix C has been blacklined against the Airport Facilities Revenue Bond Resolution to reflect all of the Consent Amendments, which include, among other things, substantive changes to certain definitions, the additional bonds test, the flow of funds, and the rate covenant, and the addition of a Released Revenues concept, along with numerous other changes to improve the Authority's flexibility and clarify the Authority's rights and obligations in a manner consistent with many modern bond resolutions, is included in "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

The Consent Amendments are described briefly below alphabetically by subject area, but are subject in all respects to the actual text of the amendments shown by the blacklined changes contained in "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto. Section references are to the specific section of the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C where the particular amendment may be found and all defined terms in the summary below shall have the definitions provided in the Proposed Amended and Restated Bond Resolution.

Accounts and Reports - Section 717

- Section 717 will be revised to add the new concept of "Available Revenues" to the reporting requirements and increase the time period for the Authority to provide an audit report and accompanying Authorized Officer certification from 120 days to 180 days after the close of each Fiscal Year.

Additional Bonds - Section 204

- The current requirements to issue Bonds for Additional Projects will be streamlined and simplified.
- The revised additional bonds test will eliminate the need to satisfy both a historic and a prospective coverage test and, instead, will allow the Authority to satisfy either a historical coverage test (as certified by an Authorized Officer of the Authority or an Airport Consultant) or a prospective coverage

test (as certified by an Airport Consultant) for the next three Fiscal Years.

- Under both the new historical and prospective test, the requirement will be that Net Revenues and Subordinated Pledged Revenues are sufficient to satisfy the rate covenant requirements (see "Rate Covenant" below and Section 711 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C).
- Additionally, the revised additional bonds test allows the Authority or the Airport Consultant, as applicable to (i) make certain adjustments to Net Revenues for increases in rates, fees and revenues from new facilities and capital improvements, and (ii) use unaudited financial statements if audited financial statements are not available provided that an Authorized Officer of the Authority certifies as to the accuracy of such unaudited statements and that they were prepared substantially in accordance with generally accepted accounting principles.
- Neither a historical or prospective test is required for Additional Bonds the proceeds of which are used to complete the construction of an Additional Project if the amount of Additional Bonds is less than 10% of the principal amount of the Bonds originally issued for such Additional Project.

Application of Supplemental
Revenues - Section 415

Section 415 will be deleted and replaced with the more modern concepts of "Available Revenues" and "Released Revenues." See "Available Revenues" and "Released Revenues" below and Sections 727 and 416 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C.

Available
Revenues - Section 727

- A definition for "Available Revenues" will be added so that certain items not currently considered "Revenues" may be designated by the Authority by Supplemental Resolution in the future and used to pay principal and interest on Bonds, with the Debt Service paid from such Available Revenues being disregarded.
- Available Revenues may consist of Available CFC Revenues, Available PFC Revenues and any other future income or revenue source not then included in the definition of "Revenues" and which the Authority designates as "Available Revenues" in a future Supplemental Resolution.
- Section 727 will be added to describe how the Authority may designate Available Revenues and also to provide other

provisions for the receipt, deposit and application thereof into the Available CFC Account, Available PFC Account and other functionally similar accounts to be established by Supplemental Resolution.

- Debt Service - Section 101
- The definition of "Debt Service" will be revised to add rules for purposes of determining the amount of Debt Service in any Fiscal Year in connection with (i) certain amounts irrevocably deposited with and held by the Trustee or another fiduciary exclusively to pay principal of and/or interest on Bonds, (ii) the treatment of Available Revenues irrevocably committed or other amounts actually deposited with the Trustee for the purpose of paying Debt Service on Bonds, and (iii) the payment or expected payment of Debt Service on Bonds from cash subsidies or other similar payments made or expected to be made by the U.S. Treasury or other federal or state government entity to or on behalf of the Authority.

- Definitions - Section 101
- The following definitions in the Airport Facilities Revenue Bond Resolution will be substantively revised in part or in whole:

- Airport System
- Available PFC Revenues
- Bond Registrar (deleted)
- Debt Service
- Debt Service Reserve Requirement
- Exempt Costs (deleted)
- Investment Securities
- Issuing Instrument
- Operation and Maintenance Expense
- Original Proceeds (deleted)
- Paying Agent
- Revenues
- Special Purpose Facilities
- Subordinated Pledged Revenues
- Supplemental Revenues (deleted)

- The following new definitions will be added to the Airport Facilities Revenue Bond Resolution:

- Available CFC Account
- Available CFC Revenues
- Available PFC Account
- Available Revenues
- Capitalized Interest
- Credit Provider

- Customer Facility Charges or CFCs
- Insurance Consultant
- Pledged Funds
- Qualified Self Insurance
- Released Revenues
- Secondary Subordinated Indebtedness
- Special Purpose Facility Debt
- Special Purpose Facility Revenues
- Transfer

Debt Service
Requirement - Section 101

- The definition of "Debt Service Reserve Requirement" will be revised to remove a requirement that the amount established for any Composite Reserve Subaccount or series Debt Service Reserve Account will not cause any existing rating on any Bonds to be lowered, suspended or withdrawn.

Deposit of
Revenues - Section 405

- A definition of Secondary Subordinated Indebtedness will be added so that a new "third" tier lien is created which is lower in priority of payment than senior Bonds and Subordinated Indebtedness but higher in priority of payment than deposits to the Capital Expenditures Fund, the Renewal and Replacement Fund and the Discretionary Fund.
- The payment of principal of and interest on Secondary Subordinated Indebtedness will be inserted into the monthly payment priority from the Revenue Fund as priority (7) (after funding of the Operation and Maintenance Reserve Account within the Operation and Maintenance Fund).
- The deposit to any debt service reserve account established for Secondary Subordinated Indebtedness will be inserted into the monthly payment priority from the Revenue Fund as priority (8).

Discretionary
Fund - Section 411

- Section 411 will be revised to add a requirement that to the extent amounts from the Revenue Fund deposited monthly to pay the principal and interest on Subordinated Indebtedness or Secondary Subordinated Indebtedness, or required deposits to any debt service reserve accounts established for such debt are insufficient for such purpose, the Authority shall transfer the amount of such insufficiency from the Discretionary Fund.
- Section 411 will also be expanded to allow the Authority to purchase or redeem Secondary Subordinated Indebtedness and any expenses related thereto, from amounts on deposit in the Discretionary Fund.

Federal Income Taxation Covenants; Taxable Bonds - Section 728	• New definitions of "Tax-Exempt Bonds" and "Taxable Bonds" will be added to distinguish between the potential federal income tax treatment of interest on such Bonds. • A new Section 728 will be added to establish various covenants of the Authority with respect to post issuance compliance relating to Tax-Exempt Bonds and clarify that Taxable Bonds may be issued by the Authority and are not subject to these covenants.
Indebtedness and Liens - Section 708	• New definitions for "Pledged Funds" and "Secondary Subordinated Indebtedness" will be added. See "Pledged Funds" and "Subordinated and Secondary Subordinated Indebtedness" below and Sections 401 and 414 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C. • Section 708 will be revised to reflect the use of the new term "Pledged Funds" and authorize the Authority to issue Secondary Subordinated Indebtedness in accordance with Section 414 of the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C.
Investment Securities - Section 101	• The definition of "Investment Securities" will be revised to allow the purchase of commercial paper which at the time of purchase is rated at least "Prime-1" by Moody's and "A-1" or better by S&P (prime commercial paper) or equivalent ratings by two Rating Agencies.
Insurance - Section 712	• A new definition of "Qualified Self Insurance" will be added which requires the Authority to have a material interest or control over the entity or fund providing a program of self-insurance. • A new definition of "Insurance Consultant" will be added to require that it be a person or firm of favorable repute for skill and experience in dealing with the insurance requirements of enterprises similar to the Airport System. • Section 712 will be expanded to allow the Authority to self-insure with "Qualified Self Insurance" provided, among other requirements, that: a claims reserve fund out of which each self-insured claim shall be paid is evaluated on an annual basis by an Insurance Consultant; any deficiencies in the fund are remedied in accordance with the recommendations of the Insurance Consultant; the claims reserve fund is held in a bank account credited for the purpose of maintaining such

self-insurance funds; and in the event the Qualified Self Insurance program is discontinued, the actuarial soundness of its claims reserve fund shall be maintained.

- Notice of Redemption - Section 505 • Section 505 will be revised to clarify that a published notice of redemption in a newspaper is no longer required.
- Operation and Maintenance Expense - Section 101 • The definition of "Operation and Maintenance Expense" will be revised to clarify that expenses will not include expenses funded by Special Purpose Facility Debt or sources other than Revenues.
- Operations and Maintenance - Section 710 • Section 710 will be revised to remove the requirement that the Trustee consent to the Authority's decision not to operate, maintain or reconstruct any portion of the Airport System if it is economically justified and not otherwise prejudicial to holders of the Bonds.
- Paying Agent - Section 101 • The definition of "Paying Agent" will be expanded to allow the Authority to act as Paying Agent for a Series of Bonds.
- Pledged Funds - Section 401 • A new definition of "Pledged Revenues" will be added and will include the term "Available Revenues" so that the Authority may designate certain funds to secure only the Series of Bonds to which they are pledged by Supplemental Resolution (see "Available Revenues" above and Section 401 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C).
- Proceedings Brought by the Trustee - Section 804 • Section 804 will be revised to clarify that when the Trustee incurs costs or renders services after a default, such costs and compensation shall constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.
- Rate Covenant - Section 711 • A new definition of "Transfers" will be added to allow the Authority to consider amounts on deposit in the Discretionary Fund in the current 125% coverage requirement calculation, which amounts are limited to no more than 25% of the Debt Service payable in a particular Fiscal Year.
- Section 711 will be revised to add "Transfers" and "Subordinated Pledged Revenues" to Net Revenues in computing the debt service coverage requirement.
- Section 711 will be further revised to add an additional coverage requirement of 100% of the amounts required to be deposited pursuant to Section 405(2)-(10) of the Proposed

Amended and Restated Bond Resolution attached hereto as Appendix C, which essentially covers all debt and debt reserve payments for all liens, plus deposits to the Operation and Maintenance Fund, Repair and Replacement Fund and Capital Expenditure Fund.

Released
Revenues - Section 416

- A definition for "Released Revenues" will be added so that certain categories of income, receipts and other revenues of the Airport System may be designated as such by Supplemental Resolution and excluded from the definition of "Revenues" (and therefore from the definition of "Pledged Revenues").
- A new Section 416 will be added which allows the removal of certain revenues from the pledge of the Proposed Amended and Restated Bond Resolution, provided that the following requirements are met: (i) a request from an Authorized Officer of the Authority is filed with the Trustee describing the category of income or receipts to be excluded and certifying that the Authority is not currently in default under Section (801)(i) of the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C, and (ii) a certificate from an Authorized Officer of the Authority is filed with the Trustee to the effect that Net Revenues and any Subordinated Pledged Revenues, excluding the proposed Released Revenues, for two immediately prior Fiscal Years, were sufficient to satisfy the rate covenant set forth in Section 711 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C, assuming that 1.10 (instead of 1.00) was used in Section 711.1 and 1.50 (instead of 1.25) was used in Section 711.2 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C.

Resignation of
Trustee - Section 907

- Section 907 will be revised to remove the required newspaper publication of notice when the Trustee resigns and replace it with a requirement that such notice of resignation be posted with the Municipal Securities Rulemaking Board via its Electronic Municipal Marketplace Access system or any successor thereto.

Sale, Lease and
Encumbrance - Section 709

- Section 709 will be revised to permit the Authority to make a lease, enter into a contract or grant easements and licenses for any part of the Airport System to the extent it is advantageous to the Airport System and to permit the Authority to use proceeds of a sale or disposition for such other purposes as may be required by law or contract.

Special Purpose
Facilities - Section 722

- New definitions of "Special Purpose Facilities," "Special Purpose Facility Debt" and "Special Purpose Facility Revenues" will be added to allow the authority to pledge specific revenues for projects with owners or operators of certain special facilities and designate by Supplemental Resolution whether or not such facilities constitute part of the Airport System and whether or not the revenues from such project will be included in "Revenues."
- Section 722 will be revised to allow the Authority to issue Special Purpose Facility Debt provided that prior to its issuance the Authority provides the Trustee with a certificate certifying to various requirements in accordance with the Proposed Amended and Restated Bond Resolution (See Section 722 in the Proposed Amended and Restated Bond Resolution attached hereto as Appendix C).

Subordinated and Secondary
Subordinated
Indebtedness - Section 414

- Section 414 will be revised to allow the Authority to issue Secondary Subordinated Indebtedness in a manner similar to the procedure for issuing Subordinated Indebtedness by expressly designating it as such in the Issuing Instrument.

Supplemental Resolutions
and Amendments - Articles X
and XI

- The process by which the Proposed Amended and Restated Bond Resolution may be amended with and without the consent of holders of the Bonds will be streamlined and simplified.
- Former Articles X and XI will be consolidated into newly revised Article X and modified to, among other things: (i) create a new category of amendments which the Authority may make without Bondholder or Trustee consent that generally do not materially adversely affect the interests of the Bondholders; (ii) eliminate the need to publish notice of such amendments; (iii) eliminate the ability of subsequent holders of the Bonds to revoke prior consents; (iv) eliminate the need to obtain consents after the publication of notice; (v) allow for the "deemed execution" of written consents by holders of the Bonds, underwriters and other agents; and (vi) differentiate between outstanding Bonds which may or may not be insured for purposes of allowing a Credit Provider to provide consent in lieu of the holders of insured Bonds under certain conditions.

The Authority currently anticipates receiving the consent of the requisite percentage of the Holders to the Consent Amendments during Fiscal Year 2018 and accordingly, the Consent

Amendments are forecast to become effective in such Fiscal Year. However, it is not possible to predict the actual timing for receipt of the consent of the requisite percentage of the Holders, which could occur earlier than or subsequent to the currently anticipated timing. This would affect certain of the assumptions used to forecast debt service coverage as set forth in the Report of the Airport Consultant. See "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM

General

The Authority was established as an agency of the City pursuant to the Act. The Airport is owned by the City. Pursuant to the Transfer Agreement, the City transferred to the Authority custody, control and management of the Airport for a term that will expire on September 30, 2065, subject to early termination under certain conditions, unless extended by the City and the Authority. Under the Transfer Agreement, the Authority pays the City for specific services rendered by the City in accordance with schedules negotiated with the City. Upon the expiration of the term of the Transfer Agreement, the custody, control and management of the Airport will revert to the City and the City shall automatically assume all of the Authority's obligations under the Bond Resolution and all of the liabilities of the Authority with respect to the Airport, but all such obligations or liabilities, including debt service on any Bonds, which are outstanding on and after the expiration of the Transfer Agreement, shall continue to be payable solely from their respective identified sources. Any such obligations or liabilities of the Authority will not be a general obligation of the City and neither the faith and credit nor the taxing power of the City will be pledged for the payment of any such obligations or liabilities, including the payment of principal, interest or premium on any Bonds.

The Authority operates the facilities of the Airport System for the accommodation of air commerce and transportation. The Airport System presently consists of: (a) the Airport, which is owned by the City and operated by the Authority; and (b) any other aviation facility or airport that is acquired or constructed by the Authority, provided however, that the Airport System currently excludes the Orlando Executive Airport.

The Authority also operates the Orlando Executive Airport as a general aviation airport. The Orlando Executive Airport does not constitute a part of the Airport System and revenues derived from the operation of the Orlando Executive Airport are not pledged to payment of the Bonds or the interest or the premium, if any, thereon. Likewise, the Authority may not expend Revenues on the operation of the Orlando Executive Airport unless the "Airport System" is revised to include that airport. However, the Authority may include the Orlando Executive Airport within the definition of the Airport System by future Supplemental Resolution upon delivery to the Trustee of (a) confirmation from each Rating Agency then maintaining a rating at the request of the Authority on any Bonds outstanding hereunder that adding Orlando Executive Airport to the Airport System will not result in a reduction or withdrawal of the credit ratings then assigned to the Bonds, and (b) the written consent of any bond insurers or other credit provider having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding under the Bond Resolution. The Authority has no current

plans to include the Orlando Executive Airport within the Airport System. See "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto.

The Airport is located in central Florida, nine miles southeast of downtown Orlando in Orange County, Florida. The Airport occupies approximately 13,430 acres of land. The service region for the Airport extends throughout central Florida, an attribute made possible by its location at the crossroads of Florida's road network and the availability of low airfares at the Airport. The primary metropolitan area within the Airport service region is the Orlando-Kissimmee-Sanford Metropolitan Statistical Area, which comprises Lake, Orange, Osceola and Seminole Counties (the "Orlando MSA"). With a population of 2,321,418 in 2014, the Orlando MSA accounted for approximately 12% of the population of the State according to the United States Census Bureau.

The Orlando region is one of the primary tourism destinations in the United States with a focus on entertainment-based theme parks. After flat growth in 2007 and 2008 and a dip in 2009, tourism rebounded strongly in 2010. These factors combined to result in Orlando drawing a record 51.5 million visitors in 2010 and becoming the first city in the United States to attract over 50 million visitors. Total visitation to Orlando has continued to grow. In 2014, an estimated 62 million people visited the Orlando MSA. The area also features significant convention and cruise ship activity. In addition to tourism, the area economy features increasing diversification via a growing medical and research sector and a large education sector with several colleges and universities, including the University of Central Florida with an enrollment of nearly 59,700 students.

Authority Governing Board and Management

The Authority is governed by a seven-member Board. Five members are appointed by the Governor of the State, subject to confirmation by the State Senate, one member is the Mayor of the City and one member is the Mayor of Orange County, Florida. One of the five members of the Board appointed by the Governor must be a resident of Osceola County. Members appointed by the Governor are appointed for four-year terms. All Board members may be reappointed, provided that the maximum consecutive service for appointed members may not exceed eight years or two consecutive four year terms, whichever is longer. The Authority elects its own officers and appoints the Executive Director. The Authority management serves at the pleasure of the Executive Director.

The Airport System is managed by an Executive Director who oversees a staff of approximately 651 full-time employees and 65 part-time and temporary employees as of June 30, 2015. Biographical data concerning the Executive Director and certain other key officials of the Authority is set forth below.

Phillip N. Brown, A.A.E. Mr. Brown is the Executive Director of the Authority. As Executive Director, he is responsible for the operation and management of both Orlando International Airport and Orlando Executive Airport, with an annual budget of over \$440 million. Orlando International Airport serves more than 35 million passengers annually, making it one of the busiest airports in the State. During the past 35 years as a business professional, Mr. Brown served in a variety of public and private sector positions. These

positions include a previous stint as Deputy Executive Director - Administration for the Authority in the early 1990's as well as County Administrator for Orange County Florida. For fourteen years, prior to his return to the Authority, Mr. Brown was employed as a public finance professional. Mr. Brown currently serves as Chairman of the AAAE Airport Legislative Alliance (ALA), as a member of the AAAE Policy Review Committee (PRC), and is Vice Chairman of the Gateway Airports Council (GAC). Mr. Brown holds a Master's Degree in Business Administration from the University of Tennessee, and is an Accredited Airport Executive by the American Association of Airport Executives ("AAAE").

Stanley J. Thornton. Mr. Thornton is the Chief Operating Officer. As Chief Operating Officer he is responsible directly to the Executive Director for managing the daily functions of the Airport and Orlando Executive Airport. Mr. Thornton has more than 35 years of experience in construction and airport management in both the private and public sectors. Prior to returning to the Authority in August 2010, Mr. Thornton worked in the private sector serving a number of airports including Phoenix Sky Harbor International as the Airport Program Development Director. Mr. Thornton is very familiar with the Airport and Orlando Executive Airport, having worked at the Authority from 1993 through 2006 in various positions, including Interim Senior Director of Engineering and Construction. In his prior roles at the Authority, Mr. Thornton managed the Maintenance, Construction, and Engineering Divisions where he was responsible for the planning, implementation and oversight of maintenance and renovation programs, and all construction projects for the Authority. In addition to his airport management experience, Mr. Thornton has 20 years of experience as a construction professional building heavy civil and commercial projects. Mr. Thornton holds a Bachelor's of Science Degree in Management and a Master of Business Administration Degree in Technology Management from the University of Phoenix.

Jacki M. Churchill. Ms. Churchill is the Chief Financial Officer for the Authority. She has more than 25 years of experience in the finance industry. She directs all of the Authority's fiscal activities that include financial reporting, investments, construction finance and the administration of a \$470 million annual budget, and all financial and regulatory reporting requirements. Prior to joining the Authority in 1993, Ms. Churchill worked in the private sector which included working at the firm of Coopers & Lybrand serving a number of clients that included various governments, nonprofits and the Authority. Ms. Churchill holds a Bachelors of Arts Degree in Business Administration from Elon College and attended University of Central Florida for graduate studies and obtained her Certified Public Accountant license in Florida. Ms. Churchill is a member of the American Institute of Certified Public Accountants and the Government Finance Officers Association. She also serves as a member on several of the Authority's committees, including the Construction Committee, Concessions/Procurement, Retirement Benefits Committee, and as Chairperson for the Construction Finance Oversight Committee.

Airport Facilities

The Airport has four north-south parallel runways designated as 18L/36R, 18R/36L, 17R/35L and 17L/35R. The runways are interconnected by a system of taxiways. All four runways have full instrumentation and lighting to permit all weather operations and are capable of handling the largest commercial aircraft currently in use, with runway 18L/36R being able to

accommodate the Airbus A380. The spacing between sets of parallel runways is adequate to allow triple simultaneous approaches under instrument flight rules set by the Federal Aviation Authority (the "FAA"). The runways are supported by a network of taxiways, aprons, and hold areas. Three crossover taxiways connect the runways on either side of the terminal complex.

Runway	Length	Width
18L/36R	12,000 feet	200 feet
18R/36L	12,000 feet	200 feet
17R/35L	10,000 feet	150 feet
17L/35R	9,000 feet	150 feet

The North Terminal Complex consists of the landside terminal, four airside buildings with associated aircraft parking aprons and connecting taxiways, APMs connecting the landside terminal to the airside buildings, an in-terminal hotel, a terminal roadway system with associated signage, ground level and structured parking for automobiles, rental car facilities, landscaping, a hydrant fueling storage and distribution system, a flood control bypass canal, and utilities and drainage.

The landside terminal and airside buildings provide approximately 3.5 million square feet of space, excluding the hotel, which comprises an additional 514,000 square feet. The north and south sides of the landside terminal are known as Terminal A and B, respectively. The airside buildings are known as Airsides 1, 2, 3 and 4. Access to the Airport is provided by a divided highway system, which connects the Airport with the Orlando MSA and the interstate highway network. The road system provides direct access to automobile parking adjacent to and above the landside terminal.

The landside terminal accommodates passenger ticketing, baggage check-in, and baggage claim facilities; baggage handling and other facilities for airline operations; and space for rental car counters, food and beverage concessions, retail merchandise concessions, and other passenger services; and a 445-room hotel with restaurants and conference facilities. It is served by a three-level roadway system that provides access to separate enplaning, deplaning, and commercial vehicle curbsides. Rental car and public automobile parking spaces are provided in garages that are an integral part of or adjacent to the landside terminal. Passengers travel between the landside terminal and the airside terminals using the APM system. The airside terminals and aprons provide 93 contact aircraft gates for jet aircraft and associated passenger waiting areas, concessions, and airline operations space. FIS facilities in two of the four airside terminals provide the capability to accommodate arriving international passengers at 16 of the 93 gates. The combined capacity of the FIS facilities is approximately 2,600 passengers per hour. In addition to the 93 contact aircraft gates, the terminal apron provides aircraft parking for 16 commuter aircraft positions and 27 remain-over-night spaces.

Rental car ready/return stalls are located on levels 1 and 2 of the garages adjacent to both sides of the North Terminal. Adjacent to the garages on (level 1) there are quick turnaround areas ("QTAs") for stacking, cleaning, fueling, washing, and staging cars prior to moving them into the ready car spaces in the garage. The Airport opened expanded rental car facilities on April 1, 2010, which included (a) an expansion and reconfiguration of the existing Terminal A

QTA, (b) construction of a new Terminal B QTA and associated relocation of the bus and taxi hold facilities, (c) addition of ready/return spaces at Terminal A, (d) construction of a common fuel distribution system, and (e) associated terminal roadway improvements.

Airlines Serving Orlando International Airport

The following table provides a listing of the Airlines serving the Airport as of June 2015.

Airlines Serving Orlando International Airport (as of June 2015)

Network Carriers	Foreign-Flag Airlines
Alaska Airlines	Aer Lingus
American Airlines	Aeromexico
Delta Air Lines	Air Canada
United Airlines	Air Transat
	Avianca
	Azul Airlines ⁽¹⁾
Regional Airlines	Bahamasair
Silver Airways	British Airways
	Caribbean Airlines
Low Cost Carriers	Copa Airlines
Frontier Airlines	Emirates ⁽¹⁾
jetBlue Airways	Icelandair ⁽¹⁾
Southwest Airlines	Lan Airlines ⁽¹⁾⁽²⁾
Spirit Airlines	Lufthansa German Airlines
Sun Country Airlines	Norwegian Air Shuttle
Virgin America	Sunwing Airlines
	TAM Linhas Aereas ⁽²⁾
All Cargo Airlines	Thomas Cook Airlines
ABX Air	VARIG-gol Airlines
Air Transport International	Virgin Atlantic Airways
Amerijet International	Volaris
FedEx	Westjet
Mountain Air Cargo	
United Parcel Service	

⁽¹⁾ Initiated service at the Airport in Fiscal Year 2015.

⁽²⁾ Lan Airlines and TAM Linhas Aereas merged in 2012 to form LATAM but continue to operate under separate brands until 2018 when all aircraft are expected to be rebranded as LATAM.

Source: OAG Aviation Worldwide Ltd., online database, accessed June 2015, and the Greater Orlando Aviation Authority.

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The following table sets forth the distribution of aircraft gates among the Airlines at the Airport based on the Letters of Authorization in effect as of August 2015. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" herein for more information about Airlines' use and occupancy of Terminal premises.

**Number of Aircraft Airline Gates
as of August 2015**

Preferential Use Gates	
AeroMexico	1
Air Canada	1
American Airlines	8
British Airways	1
COPA Airlines	1
Delta Air Lines	8
Frontier Airlines	1
jetBlue Airways	9
Silver	1
Southwest Airlines	16
Spirit Airlines	2
United Airlines	9
Virgin Atlantic	1
Westjet	1
Total Preferential Use Gates	60
Total Common Use Gates	33
Total Aircraft Airline Gates	93

Source: The Greater Orlando Aviation Authority.

Airline Market Shares

In Fiscal Year 2014, Southwest Airlines accounted for 27.9% of all passengers at the Airport, less than its Fiscal Year 2010 share (34.9% including AirTran Airways). American Airlines (including US Airways) accounted for the second largest share with 16.2%, followed by Delta Air Lines with 15.3%, jetBlue Airways with 13.9%, and United Airlines with 10.3%. Compared with many other large U.S. hub airports, the Airport exhibits a relatively low degree of airline concentration.

Over the past 15 years, low-cost carriers were the primary drivers of increased passenger volumes at the Airport, increasing their collective market share from 18% in Fiscal Year 2000 to 45% in Fiscal Year 2014. This gain came largely at the expense of the mainline carriers and their regional code-sharing affiliates, which, as a group, declined from 75% in Fiscal Year 2000 to 47% of the Airport's passenger market in Fiscal Year 2014. Foreign-flag carriers increased their share from 7% in Fiscal Year 2000 to 10% in Fiscal Year 2014.

For the first nine-months of Fiscal Year 2015, Southwest Airlines has accounted for 27.3% of all passengers at the Airport, followed by American Airlines (including US Airways) with 15.5%, Delta Air Lines with 14.9%, jetBlue Airways with 13.4%, and United Airlines with 10.1%.

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The following table sets forth comparative passenger market share information for air carriers serving the Airport during Fiscal Years 2010 through 2014.

**Historical Airline Market Shares
Orlando International Airport
Percentage of Total Passengers
Fiscal Years 2010-2014**

	2010	2011	2012	2013	2014
Participating Airlines ⁽¹⁾					
Southwest Airlines ⁽²⁾	21.88%	21.44%	21.26%	19.06%	27.85%
AirTran Airways ⁽²⁾	13.02	13.09	11.54	10.16	-
Delta Air Lines	13.85	14.96	14.71	15.10	15.32
jetBlue Airways	11.68	12.61	13.46	13.97	13.89
United Airlines ⁽³⁾	5.08	4.58	4.34	4.26	10.34
US Airways ⁽⁴⁾	6.79	6.82	7.20	7.93	8.12
American Airlines ⁽⁴⁾	7.22	7.68	7.96	7.85	8.04
Continental Airlines ⁽³⁾	5.69	5.45	5.29	5.65	-
Spirit Airlines	2.33	2.16	2.42	2.90	3.26
Virgin Atlantic Airways Ltd	2.63	2.36	2.25	2.37	2.30
Air Canada	1.01	1.11	1.27	1.38	1.42
Frontier Airlines	-	-	0.96	1.27	1.25
COPA Airlines	-	0.62	0.76	0.88	0.97
WestJet Airlines Ltd	0.81	0.82	0.79	0.81	0.89
British Airways	0.57	0.50	0.60	0.65	0.71
Silver Airways Corp	-	-	-	0.10	0.38
Aerovias de Mexico SA de CV	-	-	-	-	0.41
Subtotal Participating Airlines	92.56%	94.20%	94.81%	94.35%	95.16%
Non-Participating Airlines					
Domestic Mainline	4.71%	2.61%	1.40%	2.76	1.37%
Foreign Flag Airlines	2.47%	2.65%	3.29%	2.68	3.45
Commuter Airlines	0.26%	0.54%	0.50%	0.21	0.02
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%

⁽¹⁾ Pursuant to the Rate Resolution, effective November 1, 2013, all prior lease and use agreements were terminated. As a result, the Authority no longer maintains information categorizing Airlines as "signatory" or "non-signatory." In accordance with the Rate Resolution and Revenue Sharing Agreements, the Airline information presented in this table is categorized on the basis of the "Participating Airlines" and "Non-Participating Airlines." See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY - Transition to Rate Resolution" herein.

⁽²⁾ On March 1, 2012, Southwest Airlines received FAA approval for a single operating certificate, providing for the integration of Southwest Airlines and AirTran Airways.

⁽³⁾ On November 30, 2011, United Airlines received FAA approval for a single operating certificate, providing for the integration of United Airlines and Continental Airlines.

⁽⁴⁾ On April 8, 2015, American Airlines received FAA approval for a single operating certificate, providing for the integration of American Airlines and US Airways.

Source: The Greater Orlando Aviation Authority.

Enplaned Passengers at the Airport

The following table sets forth the Airport's historical data for (a) domestic enplaned passengers, (b) international enplaned passengers, (c) total enplaned passengers (a + b=c), (d) international passengers as a percentage of total enplaned passengers (b/c=d), and (e) the respective annual percentage changes, for Fiscal Years 2005 to 2014, and for the first eight months (October to June) of Fiscal Years 2014 and 2015.

Historical Domestic, International and Total Enplaned Passengers Orlando International Airport

Fiscal Year Ended September 30	Domestic Enplaned Passengers (a)	Percent Change for Domestic Enplaned Passengers from Previous Year	International Enplaned Passengers (b)	Percent Change for International Enplaned Passengers from Previous Year	Total Enplaned Passengers (a + b = c)	Percent Change for Total Enplaned Passengers from Previous Year	International Enplaned Passengers as Percentage of Total Enplaned Passengers (b/c=d)
2005	15,760,855	10.55%	1,072,644	10.22%	16,833,499	10.50%	6.37%
2006	16,258,674	3.16	1,058,199	(1.35)	17,316,873	2.87	6.11
2007	16,747,601	3.01	1,084,217	2.46	17,831,818	2.97	6.08
2008	16,920,447	1.03	1,317,831	21.55	18,238,278	2.28	7.23
2009	15,373,029	(9.15)	1,425,573	8.18	16,798,602	(7.89)	8.49
2010	15,535,522	1.06	1,595,574	11.93	17,131,096	1.98	9.31
2011	16,080,029	3.50	1,692,020	6.04	17,772,049	3.74	9.52
2012	15,870,366	(1.30)	1,859,675	9.91	17,730,041	(0.24)	10.49
2013	15,470,690	(2.52)	1,956,577	5.21	17,427,267	(1.71)	11.23
2014	15,477,675	0.05	2,057,323	5.15	17,534,998	0.62	11.73
Oct. 2013 – June 2014	11,734,290	-	1,498,856	-	13,233,146	-	11.33
Oct. 2014 – June 2015	12,432,571	5.95	1,732,017	15.56	14,164,588	7.04	12.23

Source: The Greater Orlando Aviation Authority.

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International Airline Traffic in the Orlando MSA

Orlando International Airport. The Airport has scheduled passenger air service to international destinations in six geographical regions in the world, North America, Central America, South America, the Caribbean, Europe and the Middle East. As of September 1, 2015, 26 scheduled passenger air carriers provided international service to 49 destinations. The number of scheduled international seats into the Airport has increased by 53% over the past five years, including another 7.1% increase in Fiscal Year 2014 over the prior Fiscal Year. The Authority anticipates continued increases in international airline service, with international enplanement growth forecast to outpace domestic passenger growth for the next several years.

Sanford International Airport. The Sanford International Airport, which is not operated by the Authority and is not a part of the Airport System, is a small-hub airport located approximately 35 miles north of the Airport with 12 gates that accommodates both scheduled and chartered international flights. International service at Sanford International Airport has been focused on charter flights, most of which originated in the United Kingdom and Europe. Since 2007, international charter service to and from the Orlando area declined substantially while scheduled international airline service increased. In 2014, the Airport's share of international passengers increased to 97% of the combined total (the Airport and Sanford International Airport) while Sanford International Airport's share had fallen to 3% - its lowest historical share.

Airline Activity at the Airport

Between 2010 and 2014, passenger airline service at the Airport, in terms of scheduled departing seats, decreased to U.S. destinations but increased considerably to international destinations, albeit on a smaller base. The decrease in domestic service at the Airport reflected the slow recovery from the 2008-2009 economic recession and continued capacity discipline practiced by airlines throughout the United States. Latin America led the growth in seats at the Airport between 2010 and 2014, followed by Canada and Europe.

Between 2014 and 2015, based on advance airline schedules, scheduled departing seats at the Airport are expected to increase more than 8%, with each of the world regions expecting increases in 2015 over 2010, including service to U.S. destinations. During the first 9 months of Fiscal Year 2015, new airline service from Orlando was introduced by three airlines: Azul Airlines service to Sao Paulo (Viracopos), Brazil in December 2014, Lan Airlines service to Lima, Peru in June 2015, and Tam Airlines service to Brasilia, Brazil in June 2015. In addition, new service by two airlines from Orlando began in September 2015: Emirates service to Dubai, United Arab Emirates and Icelandair service to Reykjavik, Iceland.

Rental Automobile Concessions

The Authority entered into four rental automobile concession agreements with Avis Budget Car Rental, LLC (Avis and Budget brands), DTG Operations, Inc. (Dollar and Thrifty brands), EAN-Orlando, LLC (Enterprise, Alamo and National brands), and The Hertz Corporation (Hertz brand) to streamline processing for rental car customers. The Authority subsequently entered into a fifth rental automobile concession agreement with Advantage Opco,

LLC (Advantage and EZ Rent A Car brands). The five rental automobile concession agreements are in effect until March 31, 2020. The rental automobile concession agreements caused some of the current onsite brands (Avis, Budget, Dollar, Alamo and National) to team with some of the current offsite brands (Thrifty, Enterprise, Hertz and Advantage), which allows offsite brands to maintain vehicles and operations on Authority property.

As result of the rental automobile concession agreements and the expanded rental car facilities, more than 95% of the Airport rental car market can be served at the Airport.

Pursuant to the CFC Enabling Resolution, the Authority has been collecting CFCs equal to \$2.50 per day up to a maximum of five days since October 2008. The CFCs collected are currently being used to finance in whole or in part the rental car projects at the Airport, including repayment of the CFC Bonds. So long as the CFC Bonds and/or any other indebtedness payable from CFCs are outstanding, CFCs are not included in Revenues for purposes of the Bond Resolution. At such time as the CFC Bonds have been retired and any other indebtedness or other amounts payable from CFCs have been paid, CFCs will then be included in Revenues and will be available to the Authority for any lawful purpose. See "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto for more information on the ability of the Authority to designate all or a portion of CFC Revenues as "Available CFC Revenues" upon the effective date of the Consent Amendments.

Taxation of Facilities, Rentals and Services

All real and personal property owned by the City or the Authority and used exclusively for governmental, municipal or public purposes is currently exempt from ad valorem taxation. Real property owned by the City, operated by the Authority and used by or leased to private commercial entities for nongovernmental purposes is subject to ad valorem real property taxes. In most cases, a lessee is obligated under its lease with the Authority to pay such taxes. To the extent such taxes are not paid by the lessee, the Authority is obligated to reimburse the City for that portion of taxes assessed against real property operated by the Authority. The Authority is unable to estimate the amount of any such taxes it may be required to pay. However, to the extent the Authority reimburses the City for these taxes, the Authority expects that such taxes will be provided for in the Authority's annual budget, as an operating expense, and paid by rates, fees, rentals and other charges for use of the Airport System. No provision was made for the payment of any such ad valorem taxes in "APPENDIX E - AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2013 AND 2014."

All tangible personal property owned by private enterprises, including that owned by Airlines, which is located on municipally owned airports, is currently subject to Orange County tangible personal property taxation.

All gross income received by the Authority for rental of land, buildings or space in buildings (with certain exclusions for property used exclusively for aircraft landing or taxiing and space used by Airlines in connection with loading or unloading passengers or property or for

fueling aircraft) is subject to the Florida Sales and Use Tax (currently six and one-half percent). Such taxes are normally added to such rents and paid by the tenants to the Authority, but the Authority is also responsible for the collection and payment of such taxes.

The Authority is subject to certain taxes imposed with respect to the rental of Hotel rooms and the providing of goods and services in connection with the operation of the Hotel, but such taxes are ordinarily added to the fees paid by customers of the Hotel.

SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY

Unless expressly defined herein, capitalized terms used in this section entitled "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" shall have the meanings assigned thereto in "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT."

Transition to Rate Resolution

Prior to November 1, 2013 (the "Effective Date") the Authority established rates and charges and leased Airfield and Terminal facilities at the Airport under certain lease and use agreements. On the Effective Date, the Rate Resolution along with the determination of Rates and Charges set forth therein became effective and continues in effect until modified, amended or terminated by the Authority. Accordingly, on the Effective Date, any and all agreements between the Airlines and the Authority for the lease and use of the Airfield and Terminal facilities at the Airport (including the then existing lease and use agreements with the former signatory airlines) were terminated and deemed to be of no further force and effect, except with respect to certain payment obligations, any prior approvals for capital projects, and certain other obligations intended to survive termination pursuant to the terms of such agreements, which shall survive termination until such obligations have been satisfied. The documents underlying the Authority's rate making methodology include: (a) the Rate Resolution; (b) the Rate Methodology; (c) the Operating Permits; (d) the Letters of Authorization (e) the Revenue Sharing Agreements; and (f) the Authority Policies and Procedures. The Rate Resolution, Rate Methodology, Operating Permits, and Letters of Authorization set forth (i) the applicable rates and charges for Airline use of the Airfield and Terminal facilities at the Airport; (ii) the space, if any, assigned to each Airline on an exclusive or preferential use basis for its use; (iii) the timing and manner of required payments of rates and charges; and (iv) other applicable operating conditions and requirements at the Airport.

The Rate Resolution applies to all Airlines operating at the Airport and/or making use of the Airfield or Terminal at the Airport, whether or not such Airline specifically agrees in writing to the terms thereof. All Airlines operating at the Airport are expected to sign and deliver to the Authority either a Letter of Authorization or an Operating Permit prior to the Effective Date or prior to commencement of operations at the Airport. In any event, use of the Airfield or Terminal by an Airline in connection with its operations shall constitute the agreement by such Airline with the terms and conditions of the Rate Resolution, including in particular the Rate Methodology and the Rates and Charges described or authorized in the Rate

Resolution. Each Airline which has executed an Operating Permit is offered the opportunity to execute a Letter of Authorization to commit to certain exclusive or preferential space and obtain the benefit of rates that are calculated on a square footage basis (i.e., fixed monthly charge for assigned space). Letters of Authorization are also available to Airlines wishing to rent space other than holdrooms, ticket counters, bag make-up, and apron areas. Space (other than Exclusive Premises) not subject to a Letter of Authorization may be used by the Airline on a common use basis, but Airlines will be charged on a Per Turn or other activity basis. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY - Rate Methodology, Rates and Charges" herein and "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT" attached hereto.

Use and Occupancy of Terminal Premises

Pursuant to the Rate Resolution, the Authority may, from time to time, establish minimum or maximum space, facilities and/or equipment usage requirements, pursuant to Authority Policies and Procedures. Unless an Airline enters into a Letter of Authorization for Committed Premises, the Airlines shall only use such Terminal space, facilities and equipment as shall be assigned to them from time to time by the Authority. Use of particular Baggage System equipment shall be assigned by the Authority to Airlines from time to time based on operational efficiencies and Airline needs. Except with respect to International Gates, any Airline assigned specific Committed Premises pursuant to a Letter of Authorization shall be entitled to the exclusive or preferential use of such Committed Premises, as applicable, for the applicable term set forth in such Letter of Authorization. At such time as the Airline Premises are, in the reasonable discretion of the Executive Director, insufficient to support an Airline's operations or use of the Airline Premises exceeds the legal capacity for such space, facilities or equipment, the Authority is entitled to assign and charge to such Airline additional space, facilities or equipment on a Per Turn basis reasonably sufficient for such Airline's needs. Alternatively, such Airline may commit to occupy and use such additional space, facilities or equipment on an exclusive or preferential use basis in accordance with a Letter of Authorization. An Airline which includes an International Gate and holdroom as part of its Committed Space will receive preferential occupancy and use for scheduled flights of one or more International Gates, as assigned from time to time by the Authority, but not preferential occupancy and use of any particular International Gate.

Letters of Authorization may be for any duration of three months or longer and may be signed by an Airline at any time in order to classify Airline Premises as Committed Premises, but shall not be effective until signed by the Authority. Each Airline may, subject to its compliance with the Rate Resolution and Authority Policies and Procedures, use, in common with others so authorized by the Authority, all Airline Premises, including related space, facilities, equipment, Public Space, the Airfield Cost Center and Terminal Aprons for the operation of each Airline's Air Transportation Business and all activities reasonably necessary to such operations. See "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT" attached hereto.

Rate Methodology, Rates and Charges

Each Airline is obligated to pay to the Authority for the use and occupancy of the Airfield, Terminal Apron, and Terminal Rates and Charges to be established by the Authority for each Fiscal Year, including, but not limited to: Landing Fees, monthly charges for Committed Premises and other assigned Exclusive Use Premises, Facility Fees, FIS Fees, Airline Equipment Charges, Apron Use Fees and Common Use Baggage Charges. The specific Rates and Charges payable by Airlines during a Fiscal Year shall be calculated using the Rate Methodology based on estimates by the Authority of projected costs and Airline activity for the Fiscal Year. Within 30 days after the Board has accepted the audit for a Fiscal Year, the Authority shall recalculate Rates and Charges for such Fiscal Year based on actual costs and Airline activity, and provide notice to each Airline operating at the Airport during that Fiscal Year of the total actual Rates and Charges owed for such Fiscal Year, as compared to the Rates and Charges paid ("True-Up"). If an Airline has paid more Rates and Charges than was determined to be due following the True-Up, the Authority shall pay such excess to such Airline within 30 days after the True-Up calculation is complete. If an Airline has paid less Rates and Charges than was determined to be due following the True-Up, such Airline shall pay such shortfall to the Authority within 30 days after receipt of an invoice for such shortfall amount from the Authority, or the Authority may, in its discretion, recover such underpayment by offsetting such amount from any revenue sharing or other payments owed by the Authority to the affected Airline.

The Landing Fee Rate is established according to a cost center residual methodology to recover all Airfield costs net of Airfield revenues generated from users other than Airlines. The Apron Use Fee is established under a compensatory ratemaking methodology where the fee is calculated to recover the average cost for each of the operational gates in the Terminal Apron Cost Center. The Terminal Premises Rate is established under a commercial compensatory ratemaking methodology where the rate is calculated to recover the average cost of each square foot of Rentable Space in the Terminal Cost Center, including the proportionate share of the costs of non-rentable Terminal space. See "AUTHORITY FINANCIAL INFORMATION - Information Regarding Certain Sources of Revenue" herein.

Pursuant to the Revenue Sharing Agreements, Participating Airlines have waived their right to challenge the Rate Methodology set forth in the Rate Resolution. The Authority expects that upon the expiration of current Revenue Sharing Agreements, the Authority would continue to be able to impose rates and charges that would allow the Authority to generate Revenues sufficient to cover the debt service payments in respect of all Outstanding Airport Facilities Revenue Bonds, including the Series 2015A Bonds.

Federal aviation law requires, in general, that airport fees be reasonable and that, in order to receive federal grant funding, all airport generated revenues must be expended for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the airport owner that are directly and substantially related to air transportation of passengers or property. Pursuant to the requirements of the Federal Aviation Administration Authorization Act of 1994, as subsequently amended in September 2013, the U.S. DOT and FAA have promulgated regulations setting forth an expedited hearing process to be followed in determining the reasonableness of airport rates and charges, and have also promulgated a policy statement (the "Rates and Charges Policy"), which sets forth the standards that the U.S. DOT

uses in determining the reasonableness of the fees charged to airlines and other aeronautical users. Any changes to the Rates and Charges Policy could impact the costs that are permitted to be included in determining the Airport's rate base and the extent to which such future guidelines may limit the Authority's flexibility in setting rates and charges for use of the Airport's Airfield and Terminal facilities. Any new FAA guidelines or any standards promulgated by a court in connection with a dispute could limit the amounts and allocation of costs payable by airlines serving the Airport.

The Authority believes that the rate methodology currently utilized by the Authority is reasonable and consistent with applicable law. However, there can be no assurance that a complaint will not be brought against the Authority with respect to the Rate Resolution, the Rate Methodology, or the Revenue Sharing Agreement, and, if a judgment is rendered against the Authority, there can be no assurance that rates and charges paid by the Airlines using the Airport facilities will not be reduced.

The Authority's current Revenue Sharing Agreements, and the Participating Airlines' agreement therein to not challenge the Rate Methodology established under the Rate Resolution, terminate on September 30, 2016. The Authority presently expects to negotiate new Revenue Sharing Agreements for Fiscal Year 2017 and beyond, with comparable terms. However, while the Authority cannot predict the final negotiated terms of new Revenue Sharing Agreements, it does expect that upon the expiration of current Revenue Sharing Agreements, the Authority would continue to be able to impose rates and charges that would allow the Authority to generate Revenues sufficient to cover the debt service payments in respect of all Outstanding Airport Facilities Revenue Bonds, including the Series 2015A Bonds. For more information regarding the Revenue Sharing Agreements see " - Revenue Sharing Agreements" below.

Annual Rate Changes

Prior to the end of each Fiscal Year, the Authority is required to notify the Airlines of the proposed schedule of initial Rates and Charges for the ensuing Fiscal Year and of any proposed changes in the Rate Methodology. The Executive Director has the authority to modify the Rate Methodology as deemed appropriate, and such modification shall be an amendment to the Rate Resolution and the modified Rate Methodology shall thereafter be incorporated therein, without any further action by the Board being required. If the Authority fails to complete the calculation of the new Rates and Charges and provide the required to the Airlines on or prior to the end of the then current Fiscal Year, the Rates and Charges then in effect shall continue to be paid by the Airlines until such calculations are concluded and such notice is given. All adjustments to Rates and Charges based on the True-Up or in accordance with the Fiscal Year end calculation of the proposed schedule of initial Rates and Charges, shall apply without the necessity of a formal consultation with the Airlines, Board action or any other approvals; provided there has been no change in the Rate Methodology.

Revenue Sharing Agreements

Airlines that are party to an effective Revenue Sharing Agreement (a) commit to the preferential assignment of at least one gate and associated space through September 30, 2016, and (b) agree not to challenge the rate methodology set forth in the Rate Resolution and not to

finance or otherwise participate in any challenge of the rate methodology for Fiscal Year 2014 through Fiscal Year 2016, are deemed to be "Participating Airlines" and are entitled to obtain the benefits of revenue sharing pursuant to the terms set forth in the Revenue Sharing Agreement. According to the Revenue Sharing Agreement, Net Shared Revenues are equal to the amount by which (a) all Revenues generated by the operation of the Airport for a Fiscal Year (excluding Revenues generated from Airport Exclusive Revenue Sources) less (b) all Debt Service and Operating Expenditures (including Operating Reserve Requirements) exceed \$45 million in Fiscal Year 2014, \$50 million in Fiscal Year 2015, and \$55 million in Fiscal Year 2016.

The Authority's current Revenue Sharing Agreements, and the Participating Airlines' agreement therein to not challenge the Rate Methodology established under the Rate Resolution, terminate on September 30, 2016. The Authority presently expects to negotiate new Revenue Sharing Agreements for Fiscal Year 2017 and beyond, with comparable terms. However, while the Authority cannot predict the final negotiated terms of new Revenue Sharing Agreements, it does expect that upon the expiration of current Revenue Sharing Agreements, the Authority would continue to be able to impose rates and charges that would allow the Authority to generate Revenues sufficient to cover the debt service payments in respect of all Outstanding Airport Facilities Revenue Bonds, including the Series 2015A Bonds.

The following table provides a listing of Participating Airlines as of September 2015.

**Participating Airlines
Orlando International Airport**

Aeromexico	Copa Airlines	Silver Airways	Virgin Atlantic Airways
Air Canada	Delta Air Lines	Southwest Airlines ⁽²⁾	WestJet
American Airlines ⁽¹⁾	Frontier Airlines	Spirit Airlines	
British Airways	jetBlue Airways	United Airlines ⁽³⁾	

⁽¹⁾ On April 8, 2015, American Airlines received FAA approval for a single operating certificate, providing for the integration of American Airlines and US Airways.

⁽²⁾ On March 1, 2012, Southwest Airlines received FAA approval for a single operating certificate, providing for the integration of Southwest Airlines and AirTran Airways.

⁽³⁾ On November 30, 2011, United Airlines received FAA approval for a single operating certificate, providing for the integration of United Airlines and Continental Airlines.

Source: The Greater Orlando Aviation Authority.

Subordination to Bond Resolution

The Rate Resolution and all privileges granted to the Airlines thereunder are expressly made subordinate and subject to the lien, covenants (including the rate covenants), and provisions of the Bond Resolution. To the extent the Rate Resolution is inconsistent with the Authority's requirements under the Bond Resolution, the Rate Resolution shall be deemed amended to the extent and for the duration needed to allow the Authority to comply with such Bond Resolution requirements. To the extent required by the Bond Resolution or law, the holders of Bonds or their designated representatives shall have the right to exercise any and all rights of the Authority under the Rate Resolution.

INFORMATION CONCERNING REVENUES

General

Revenues are generally comprised of revenues received from rates and charges paid by Airlines as determined by the Rate Resolution, parking, concessions and rental car revenues, hotel revenues and rental revenues for other Airport buildings and sites. In Fiscal Year 2014, rates and charges paid by Airlines accounted for 33.5% of total Revenues; while concessions, parking and rental car revenues accounted for 52.0%. For more information regarding the Authority's various sources of revenues see "AUTHORITY FINANCIAL INFORMATION - Information Regarding Certain Sources of Revenue" herein.

Applicability of Rate Resolution

The Rate Resolution applies to all Airlines operating at the Airport and/or making use of the Airfield or Terminal at the Airport, whether or not such Airline specifically agrees in writing to the terms thereof. All Airlines operating at the Airport are expected to sign and deliver to the Authority either a Letter of Authorization or an Operating Permit prior to the Effective Date or prior to commencement of operations at the Airport. In any event, use of the Airfield or Terminal by an Airline in connection with its operations shall constitute the agreement by such Airline with the terms and conditions of the Rate Resolution, including in particular the Rate Methodology and the Rates and Charges described or authorized in the Rate Resolution. See "APPENDIX D - RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT" attached hereto.

Federal Grants-in-Aid

The Airport and Airway Improvement Act of 1982 created the Airport Improvement Program (the "AIP"), which is administered by the FAA and funded by the Airport and Airway Trust Fund. This fund is financed by various federal aviation user taxes. Grants are available to airport operators across the country in the form of "entitlement" funds and "discretionary" funds. Entitlement funds are apportioned annually based upon cargo volume and enplaned passengers, and discretionary funds are available at the discretion of the FAA based upon a national priority system. Actual entitlement funds will vary with the actual number of passenger enplanements and cargo volume, with total appropriations for the AIP and with any revision of the existing statutory formula for calculating such funds. In addition, pursuant to the PFC Act (defined below) and the Aviation Investment and Reform Act for the 21st Century, an airport's annual Federal entitlement grants are reduced by 50% following the imposition of PFCs at the \$3.00 level and by 75% following imposition at the \$4.00 or \$4.50 level.

In Fiscal Year 2014, the Authority received \$13.99 million in federal grants-in-aid, compared to \$10.60 million in Fiscal Year 2013. No assurance can be given that federal grants-in-aid will actually be received in the amount or at the time contemplated by the Authority. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER CONSIDERATIONS - FAA Reauthorization and Level of Federal Airport Grant Funding" herein for more information regarding federal grants.

Passenger Facility Charges

As part of the Aviation Safety and Capacity Expansion Act of 1990, as amended from time to time (the "PFC Act"), as implemented by the FAA pursuant to published regulations (the "PFC Regulations"), the United States Congress has authorized certain commercial service airports such as the Airport to collect passenger facility charges ("Passenger Facility Charge" or "PFC") from each eligible passenger enplaned at such airport in the amount of \$1.00, \$2.00, \$3.00, \$4.00 or 4.50, subject to certain limitations, set forth in the regulations promulgated by the FAA implementing the PFC Act (the "PFC Regulations"). Airport-related projects eligible for PFCs, including a portion of the projects to be financed or refinanced in part with proceeds of the Series 2015A Bonds, are those that preserve or enhance capacity, safety or security of the national air transportation system, reduce noise from an airport that is part of the system or provide an opportunity for enhanced competition between or among air carriers or foreign air carriers. "Eligible airport related projects" include airport development or planning, terminal development, airport noise compatibility measures and planning and construction of gates and related areas (other than restaurants, rental car facilities, automobile parking or other concessions) for the movement of passengers and baggage.

PFCs are collected on behalf of airports by air carriers, certain foreign air carriers and their agents ("Collecting Carriers"). The Collecting Carriers are authorized to withhold, as a collection fee (a) eleven cents per enplaning passenger from whom a PFC is collected and (b) any investment income earned on the amount collected prior to the due date of the remittance. The PFC Act was amended in 1996 to provide that PFC Revenues that are held by a Collecting Carrier constitute a trust fund that is held for the beneficial interest of the eligible agency imposing the fee and that the Collecting Carrier holds neither legal nor equitable interest in the PFC Revenues, 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 the carriers' other sources of revenue and are also entitled to retain interest earned on PFC collections until such PFC must be remitted.

PFC applications for specific projects (including debt service on obligations funded by such projects) are approved by the FAA in specific total amounts and the Authority may impose the designated PFC only until it collects the authorized total amount. Interest earnings on the collections are treated as collections for purposes of the authorized total. The Airport has imposed the Passenger Facility Charge since February 1993. The Authority has received approval from the FAA to collect and use PFCs under 16 applications for a total of approximately \$2.8 billion in collection authority. Through June 30, 2015, PFC Revenues received by the Authority, including investment earnings, totaled \$1,116,575,204 of which \$884,203,943 had been expended on approved project costs. The Authority is currently authorized to impose a PFC of \$4.50 per enplaned passenger at the Airport which is presently scheduled to decline to \$3.00 per enplaned passenger when total PFC collections reach \$1.67 billion (estimated to occur in Fiscal Year 2022). However, the Authority currently expects to amend its existing PFC applications and submit a new application for additional future projects that will allow the Authority to maintain a collection level of \$4.50 per enplaned passenger. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND

OTHER CONSIDERATIONS - Capacity of the Airport" and " - Passenger Facility Charges" herein.

Prior to the issuance of the Series 2015A Bonds, the Authority has previously issued eight Series of Bonds, the proceeds of which have financed or refinanced all or a portion of PFC Projects which, in turn, permit the Authority to treat Available PFC Revenues as Revenues under the Airport Facilities Revenue Bond Resolution and to use Available PFC Revenues to pay Debt Service with respect to the applicable portion of such Bonds. Portions of the 2015 Project constitute eligible airport-related projects for which the Authority is authorized to collect PFCs. See "CAPITAL IMPROVEMENT PROGRAM - Funding of Fiscal Year 2013-2023 Capital Improvement Program" herein.

PFCs may be used, subject to applicable regulations, either to pay debt service on all or a portion of bonds secured by PFCs up to a specified amount, or to pay for eligible capital improvements on a year-to-year basis, as specified in the applicable approval. As further described below, and as set forth in detail in "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" attached hereto, PFCs are included in the definition of Revenues for purposes of the Bond Resolution, but only to the extent that PFC Revenues constitute Available PFC Revenues for the applicable period. The term "Available PFC Revenues" is defined to mean PFC Revenues received by the Authority in an amount for each relevant period not to exceed 1.25 times Debt Service accruing during such period with respect to that portion of the Bonds issued to finance PFC Projects, as allocated by a certificate of an Authorized Officer of the Authority. See "CAPITAL IMPROVEMENT PROGRAM" herein.

The use of Available PFC Revenues permits the Authority to add to Revenues such PFC Revenues received in the relevant period by an amount equal to the portion of Debt Service and coverage requirements attributable to the portions of the Bonds allocated to finance PFC Projects. To ensure that an amount equal to the amount of Available PFC Revenues deposited in the Revenue Fund is used for permitted uses of PFC Revenues, the Airport Facilities Revenue Bond Resolution requires the Authority to deposit in the PFC Account established in the Discretionary Fund an amount equal to the difference between (a) the amount of Available PFC Revenues deposited in the Revenue Fund, plus amounts withdrawn from the PFC Account to cure Debt Service deficiencies and Operation and Maintenance Expense deficiencies, and (b) the Accrued Aggregate Debt Service with respect to that portion of the Bonds issued to finance PFC Projects, as allocated by an Authorized Officer of the Authority. Amounts in the PFC Account not required to cure such deficiencies or to pay such Accrued Aggregate Debt Service may be withdrawn by the Authority at any time and applied by the Authority, in its discretion, for permitted purposes in accordance with the applicable approvals and authorization of the FAA and applicable regulations. PFC Revenues received in any period in excess of Available PFC Revenues for such period, and PFC Revenues accumulated from earlier periods not constituting Available PFC Revenues for such earlier period, do not constitute Revenues and are not subject to the pledge and lien established by the Airport Facilities Revenue Bond Resolution.

On the date the Consent Amendments become effective, the Available PFC Revenues pledged to Bonds Outstanding, including the portion of the Series 2015A Bonds which financed the 2015A PFC Projects, shall continue to be so pledged subsequent to such effective date. However, Available PFC Revenues subsequent to such effective date shall be utilized in

accordance with the Proposed Amended and Restated Bond Resolution, including, in particular, Section 727 thereof. Subsequent to the effective date of the Consent Amendments, such Available PFC Revenues shall be considered Revenues only for purposes of the pledge provided by the Proposed Amended and Restated Bond Resolution. For a complete description of the Consent Amendments which include, among other things, substantive changes relating to certain provisions regarding the treatment of PFC Revenues, see "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments" herein and Section 1211 of "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto.

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The following table provides a listing of the Authority's PFC applications to date, and the collection authority, collections, and expenditures under each.

**Passenger Facility Charges ⁽¹⁾
Orlando International Airport**

Application Number	Collection Authority	Collections through June 30, 2015	Expenditures ⁽²⁾ through June 30, 2015
92-01-C-05-MCO (Closed)	\$ 34,099,841	\$ 34,099,841	\$ 34,099,841
93-02-C-01-MCO (Closed)	8,140,005	8,140,005	8,140,005
95-03-C-02-MCO (Closed)	18,637,986	18,637,986	18,637,986
96-04-C-08-MCO (Closed)	58,845,584	58,845,584	58,845,584
98-05-C-05-MCO (Closed)	114,471,533	114,471,533	114,471,533
99-06-C-03-MCO	115,293,664	115,293,664	73,777,566
00-07-C-03-MCO	181,271,854	181,271,854	75,082,152
00-08-C-01-MCO	253,632,770	253,632,770	32,327,943
02-09-C-06-MCO	130,796,988	130,796,988	94,689,300
05-10-C-10-MCO	749,303,511	201,384,979	289,753,733
07-11-C-01-MCO	49,330,000	-	22,039,478
09-13-C-02-MCO	227,788,000	-	29,863,439
11-14-C-01-MCO	28,452,400	-	14,744,146
13-15-C-00-MCO	189,994,500	-	8,956,346
13-16-C-00-MCO	232,500,000	-	-
14-17-C-00-MCO	396,491,622	-	8,774,891
Total Authority:	\$2,789,050,258	\$1,116,575,204	\$884,203,943

⁽¹⁾ The Authority is currently authorized to impose a PFC of \$4.50 per enplaned passenger at the Airport until it reaches total collections of \$1.67 billion. However, the Authority's PFC collection authority is presently scheduled to decline to \$3.00 per enplaned passenger (estimated to occur in Fiscal Year 2022). However, the Authority currently expects to amend its existing PFC applications and submit a new application for additional future projects that will allow the Authority to maintain a collection level of \$4.50 per enplaned passenger. See "CAPITAL IMPROVEMENT PROGRAM" herein.

⁽²⁾ Expenditures for each application may commence upon notification of the approval of the Application. For reporting purposes, PFC collections are reported as applied to each application in order of the applications until the collection authority amount has been met for each application. As a result of this reporting method, there are allowable expenditures reported for applications that may not show collections directly assigned to them.

Source: The Greater Orlando Aviation Authority.

CAPITAL IMPROVEMENT PROGRAM

2013-2023 Planned Capital Projects

The Authority has currently defined a capital improvement program (the "2013-2023 Planned Capital Projects") to accommodate current and expected future passenger demand at the Airport based on recommendations in the Airport master plan. The 2013-2023 Planned Capital Projects consists of three main components as each is described below: (a) the Fiscal Year 2013-

2018 Capital Improvement Program, (b) the South Terminal Complex, and (c) the Future Master Plan Projects. The 2013-2023 Planned Capital Projects is currently estimated to cost approximately \$3.09 billion.

The 2013-2023 Planned Capital Projects represent, to the Authority's best knowledge and belief at this time, all of the significant capital improvements expected to be undertaken through Fiscal Year 2023. The Authority reassesses its capital needs at least annually and will modify the 2013-2023 Planned Capital Projects as necessary to accommodate demand-driven traffic activity, security needs, and other factors, which could result in increases or decreases to the 2013-2023 Planned Capital Projects, or extend or accelerate the timing to complete certain projects. The Authority plans to continually evaluate construction on such future projects based on demand, cost and funding, as well as other factors. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER CONSIDERATIONS - Capacity of the Airport; Costs and Schedule of 2013-2023 Planned Capital Projects" herein.

Fiscal Year 2013-2018 Capital Improvement Program. As most recently revised by the Authority in March 2015, the Fiscal Year 2013-2018 Capital Improvement Program includes the 2015 Project and other projects being developed by the Authority to modify and expand the capacity of the Airport's existing North Terminal Complex, expedite international processing, and improve the overall travel experience. The capacity enhancements, renovations, and expansion for the North Terminal Complex included in the Fiscal Year 2013-2018 Capital Improvement Program are being implemented to increase the respective capacity limits of various North Terminal Complex operational elements (e.g., gates, curbs, security checkpoint, baggage, etc.) to 40-45 million annual passengers.

In addition, the Fiscal Year 2013-2018 Capital Improvement Program includes projects that will increase multi-modal transportation access at the Airport, mainly through the development of the South APM Complex. The South APM Complex includes a 2,500 space garage and infrastructure improvements that could accommodate up to four rail systems.

The Fiscal Year 2013-2018 Capital Improvement Program is currently estimated to cost approximately \$1.14 billion, a portion of which will be funded with the proceeds of the Series 2015A Bonds. See "CAPITAL IMPROVEMENT PROGRAM - Funding of 2013-2023 Planned Capital Projects" herein for more information regarding the Authority's current expectations for funding the Fiscal Year 2013-2018 Capital Improvement Program.

South Terminal Complex. Initiated in 1997, the new South Terminal Complex was originally designed to provide a building that could accommodate 12 widebody aircraft parking positions for both domestic and international operations. Certain enabling elements of the initially designed South Terminal Complex were constructed in the early 2000s. However, after the events of September 11, 2001, and resulting contractions in passenger traffic, the Authority reassessed and deferred the South Terminal Complex. The Authority has now resumed planning for the first phase of the South Terminal Complex, which will include a 16-24 swing gate facility to accommodate both international and domestic air traffic. The South Terminal Complex will have an airside building with approximately 822,000 square feet and a landside building with approximately 810,000 square feet. The terminal will have four levels that will house all of the necessary features required to operate a terminal. The South Terminal Complex will also include

(a) a Ground Transportation Center to accommodate the customers of the parking and ground transportation facilities, (b) 2,400 parking spaces (in addition to the 2,500 space multi-story garage that is currently under construction as part of the South APM Complex), and (c) a Ground Support Equipment Complex, which is needed to house all of the supplies and equipment required to provide service to the South Terminal Complex and its future expansion. The Authority estimates that the South Terminal Complex will open in October 2019.

The first phase of the South Terminal Complex is currently estimated to cost approximately \$1.8 billion and construction is expected to commence in Fiscal Year 2016. See "CAPITAL IMPROVEMENT PROGRAM - Funding of 2013-2023 Planned Capital Projects" herein for more information regarding the Authority's current expectations for funding the South Terminal Complex.

Future Master Plan Projects. The Future Master Plan Projects consist of certain projects contemplated by the Authority (to be undertaken in Fiscal Years 2019-2023) pursuant to its master plan, which include: repurposing the FIS facility in Airside 1 of the North Terminal Complex, following the completion of the first phase of the South Terminal Complex, rehabilitation of certain runways, taxiways and aprons, construction of an east apron fuel farm, future roadway improvements, fiber and information technology infrastructure projects, and infrastructure development for the Airport's commercial development areas.

The Future Master Plan Projects are currently estimated to cost approximately \$157 million. See "CAPITAL IMPROVEMENT PROGRAM - Funding of 2013-2023 Planned Capital Projects" herein for more information regarding the Authority's current expectations for funding the Future Master Plan Projects.

Funding of 2013-2023 Planned Capital Projects

Fiscal Year 2013-2018 Capital Improvement Program; 2015 Project. The 2015 Project is the largest component of the Fiscal Year 2013-2018 Capital Improvement Program. In addition to the Series 2015A Bonds, the Authority presently expects to issue approximately \$216 million in aggregate principal amount of Airport Facilities Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), in June 2016, to finance the remaining costs of the Airsides 1 and 3 APM Replacements and the South APM Complex. Both the Series 2015A Bonds and the Series 2016 Bonds are expected to be secured by a lien on and be payable from Net Revenues, with a portion of both Series of Bonds also being secured by and payable from Available PFC Revenues. The Authority has FAA approval to fund portions of the South APM Complex with PFC Revenues.

In addition to the proceeds of the Series 2015A Bonds and the Series 2016 Bonds providing funding for the 2015 Project, the Authority expects to fund the balance of the Fiscal Year 2013-2018 Capital Improvement Program with funding from a variety of other sources, which include the FAA's AIP grants, State of Florida grants-in-aid, TSA grants, PFC pay-as-you-go revenues, and other legally available Authority funds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

South Terminal Complex. The Authority presently expects to fund the South Terminal Complex using a variety of sources, which include the FAA's AIP grants, State of Florida

grants-in-aid, PFC pay-as-you-go revenues, other legally available Authority funds, and proceeds of Additional Bonds and Subordinate Indebtedness (with the split between Additional Bonds and Subordinate Indebtedness being approximately 50% for each) secured by a lien on and payable from Net Revenues, with a portion of the Bonds also being secured by and payable from Available PFC Revenues.

Future Master Plan Projects. The Authority presently expects to fund the Future Master Plan Projects from a variety of sources, which include the FAA's AIP grants, State of Florida grants-in-aid, PFC pay-as-you-go revenues, proceeds of previously issued Bonds, CFCs, other legally available Authority funds, and proceeds of Additional Bonds secured by a lien on and payable from Net Revenues, with a portion thereof also being secured by and payable from Available PFC Revenues.

The following table provides a summary of the Authority's current expectations regarding the timing of the expenditures for the various portions of the 2013-2023 Planned Capital Projects.

**Summary of Expenditures for
2013-2023 Planned Capital Projects by Fiscal Year
(in thousands)**

Component	Fiscal Year 2014	Fiscal Year 2015	Fiscal Year 2016	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Total
Fiscal Year 2013-2018											
Capital	\$316,000	\$277,984	\$343,023	\$195,589	\$ 3,267	-	-	-	-	-	\$1,135,863
Improvement											
Program											
South											
Terminal	-	-	57,500	460,000	585,000	\$697,500	-	-	-	-	1,800,000
Complex											
Future											
Master Plan	-	-	-	-	20,010	42,887	\$32,404	\$42,364	\$9,786	\$10,079	157,529
Projects											
Total											
Funding for											
2013-2023	\$316,000	\$277,984	\$400,523	\$655,589	\$608,277	\$740,387	\$32,404	42,364	\$9,786	\$10,079	\$3,093,392
Planned											
Capital											
Projects											

Source: Greater Orlando Aviation Authority as of August 2015.

The following table provides a summary of the Authority's current expectations regarding the funding sources for the various portions of the 2013-2023 Planned Capital Projects.

**Summary of Funding Sources for
2013-2023 Planned Capital Projects
(in thousands)**

Component	Cost Estimates	Grants	Authority Funds	PFC Revenues (pay-as- you-go)	Outstanding Bonds (payable from Available PFC Revenues)	Additional Bonds (payable from Available PFC Revenues)	Outstanding Bonds (payable from Net Revenues)	Additional Bonds (payable from Net Revenues)	Other
Fiscal Year 2013-2018 Capital Improvement Program									
South Terminal Complex	\$1,135,862	\$182,212	\$98,687	\$176,768	\$57,286	\$280,026	\$60,569	\$153,100	\$127,215
Future Master Plan Projects	1,800,000	50,000	50,000	179,000	-	472,211	-	958,089	90,700
Total Funding for 2013-2023 Planned Capital Projects	157,529	29,574	14,706	4,536	-	8,867	-	44,680	55,165
	\$3,093,391	\$261,786	\$163,393	\$360,304	\$57,286	\$761,104	\$60,569	\$1,155,869	\$273,080

Source: Greater Orlando Aviation Authority as of August 2015.

For more information regarding the Authority's various sources of Revenues see "INFORMATION CONCERNING REVENUES," "AUTHORITY FINANCIAL INFORMATION - Information Regarding Certain Sources of Revenue," and "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER CONSIDERATIONS" herein.

Other Projects

Renewal and Replacement Program. The Authority also undertakes on an ongoing basis major maintenance of assets referred to as Renewal and Replacement Projects. In addition to 2013-2023 Planned Capital Projects discussed above, the Authority approves a budget for renewal and replacement and capital expenditures on an annual basis. The Authority funds such capital expenditures from funds on deposit in the Authority's Discretionary Fund. The amounts budgeted totaled approximately \$26.6 million in Fiscal Year 2012, \$31.7 million in Fiscal Year 2013, \$39.9 million in Fiscal Year 2014, and \$65.9 million in Fiscal Year 2015, with the substantial increase in Fiscal Year 2015 reflecting a one-time catch-up of renewal and replacement projects due to deferrals in prior years.

Intermodal Transportation Facility. The Authority's 2013-2023 Planned Capital Projects does not include the costs to design, permit, or construct a \$211 million Intermodal Transportation Facility (the "ITF"), which is being constructed adjacent to the South APM Complex for future rail service to the Airport. The ITF station will be constructed by the Authority, with funding for all \$211 million of project costs being provided by the Florida

Department of Transportation ("FDOT"). However, under a Joint Participation Agreement between the Authority and FDOT (the "JPA"), the Authority is required to reimburse FDOT for \$52.7 million of the costs associated with those portions of the ITF that are related to the passenger rail service (the "AAF Passenger Rail System") being developed by All Aboard Florida Holdings LLC ("AAF"). Under the JPA, the Authority's obligation to reimburse FDOT \$52.7 million must be paid over a period of 20 years with no interest. Prior to receiving any advances from FDOT under the JPA, the Authority expects to enter into an amendment to the JPA with FDOT clarifying that the Authority's obligation to reimburse FDOT is subordinate to the Authority's obligation to pay debt service on the Series 2015A Bonds, or, in the absence of such amendment, the Authority will comply with the requirements for the issuance of debt under the Airport Facilities Revenue Bond Resolution.

AAF reports that it has obtained all necessary permits and licenses to begin construction on the Miami to West Palm Beach segment of the AAF Passenger Rail System (approximately 66.5 miles) and that the first construction contract for this segment has been issued. AAF is in the process of obtaining the remaining necessary permits to complete the AAF Passenger Rail System to Orlando (168.5 miles). The Federal Rail Administration ("FRA") is the lead agency for the National Environmental Policy Act ("NEPA") review process for the AAF Passenger Rail System project. On August 4, 2015, the FRA issued the Final Environmental Impact Statement for the full project from Miami to the Airport. In addition, AAF plans to fund \$1.75 billion of its costs for the AAF Passenger Rail System using private activity bonds, which would be issued on its behalf by the Florida Development Finance Corporation. However, as of the date of this Official Statement, there are various claims and actions challenging the U.S. Department of Transportation's ("U.S. DOT") private activity bond allocation for the project.

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AUTHORITY FINANCIAL INFORMATION

Debt Service Requirements

Total Debt Service Requirements for Outstanding Bonds⁽¹⁾

Fiscal Year Ending September 30	Outstanding Airport Facilities Revenue Bonds Debt Service	Principal of Series 2015A Bonds	Interest on Series 2015A Bonds⁽²⁾	Total Series 2015A Bonds Debt Service	Total Aggregate Bonds Debt Service
2016	\$106,638,188	\$ 2,250,000	\$ 6,567,092	\$ 8,817,092	\$ 115,455,280
2017	106,628,999	2,420,000	6,970,907	9,390,907	116,019,906
2018	106,608,987	2,515,000	9,372,067	11,887,067	118,496,054
2019	89,601,599	3,920,000	10,028,000	13,948,000	103,549,599
2020	89,598,433	4,120,000	9,832,000	13,952,000	103,550,433
2021	87,043,347	4,285,000	9,667,200	13,952,200	100,995,547
2022	62,089,789	4,495,000	9,452,950	13,947,950	76,037,739
2023	39,249,874	4,675,000	9,273,150	13,948,150	53,198,024
2024	29,500,050	4,910,000	9,039,400	13,949,400	43,449,450
2025	29,492,254	5,110,000	8,843,000	13,953,000	43,445,254
2026	29,457,557	5,365,000	8,587,500	13,952,500	43,410,057
2027	29,414,361	5,635,000	8,319,250	13,954,250	43,368,611
2028	49,530,162	5,915,000	8,037,500	13,952,500	63,482,662
2029	15,916,250	6,210,000	7,741,750	13,951,750	29,868,000
2030	15,913,869	6,520,000	7,431,250	13,951,250	29,865,119
2031	15,917,325	6,845,000	7,105,250	13,950,250	29,867,575
2032	15,912,869	7,190,000	6,763,000	13,953,000	29,865,869
2033	10,349,500	7,545,000	6,403,500	13,948,500	24,298,000
2034	10,346,750	7,925,000	6,026,250	13,951,250	24,298,000
2035	10,350,750	8,320,000	5,630,000	13,950,000	24,300,750
2036	10,350,250	8,740,000	5,214,000	13,954,000	24,304,250
2037	10,349,500	9,135,000	4,813,500	13,948,500	24,298,000
2038	10,352,500	9,555,000	4,394,900	13,949,900	24,302,400
2039	10,353,000	9,995,000	3,957,050	13,952,050	24,305,050
2040	-	10,455,000	3,499,050	13,954,050	13,954,050
2041	-	10,935,000	3,020,000	13,955,000	13,955,000
2042	-	11,480,000	2,473,250	13,953,250	13,953,250
2043	-	12,050,000	1,899,250	13,949,250	13,949,250
2044	-	12,650,000	1,296,750	13,946,750	13,946,750
2045	-	13,285,000	664,250	13,949,250	13,949,250
Total	\$990,966,163	\$214,450,000	\$192,323,015	\$406,773,015	\$1,397,739,178

⁽¹⁾ The Debt Service Requirements are shown for the period in which they accrue and not for the period in which they are paid. Such Debt Service Requirements have not been reduced by payments made out of interest income on the funds deposited into the Debt Service Account pursuant to the Bond Resolution. The Debt Service Requirements shown do not include debt service on Subordinated Indebtedness. See "OTHER INDEBTEDNESS - Subordinated Indebtedness" herein.

⁽²⁾ Interest reflected for Series 2015A Bonds is net of capitalized interest.

Source: The Greater Orlando Aviation Authority.

Historical Statement of Revenues and Expenses

The following table presents historical amounts of Revenues and Expenses of the Airport for Fiscal Years 2010 through 2014 and for the nine months ended June 30, 2014 and 2015. These historical amounts relate solely to the Orlando International Airport and do not include revenues and expenses for the Orlando Executive Airport; however, the "APPENDIX E - AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2013 AND 2014" attached hereto present the combined financial position, results of operations and cash flows of Orlando International Airport and Orlando Executive Airport.

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Orlando International Airport
Statement of Revenues, Expenses and Changes in Net Position
Audited Fiscal Years 2010-2014
and the Unaudited Nine Months Ended June 30, 2014 and 2015

	Fiscal Year Ended September 30				Unaudited Nine Months Ended June 30		
	2010	2011	2012 ⁽¹⁾	2013 ⁽¹⁾⁽²⁾	2014	2014 ⁽²⁾	2015
Operating Revenues:							
Airfield Area	\$ 32,658	\$ 34,008	\$ 34,169	\$ 36,912	\$ 35,211	\$ 28,404	\$ 31,069
Terminal Area	123,730	137,320	142,623	148,623	163,362	123,681	135,415
Ground Transportation	127,645	138,369	139,138	143,804	148,235	111,364	118,428
Other buildings and grounds	14,302	15,462	16,648	16,134	16,474	12,259	13,231
Hotel	30,731	30,390	31,358	32,385	33,180	26,652	29,405
Total Operating Revenues	\$ 329,066	\$ 355,549	\$ 363,936	\$ 377,858	\$ 396,462	\$302,360	\$327,548
Operating Expenses							
Operation and Facilities	(107,406)	(112,924)	(117,119)	(116,891)	(117,903)	(81,082)	(96,110)
Safety and Security	(14,728)	(24,338)	(25,341)	(26,476)	(28,142)	(20,201)	(22,199)
Administration	(25,446)	(25,830)	(28,598)	(30,844)	(34,899)	(24,327)	(30,156)
Hotel	(24,613)	(25,776)	(26,174)	(26,425)	(26,604)	(20,585)	(21,527)
Other	(10,694)	(10,106)	(8,404)	(8,626)	(8,400)	(7,621)	(7,127)
Total Operating Expenses before depreciation	(\$ 182,887)	(\$ 198,974)	(\$ 205,636)	(\$ 209,262)	(\$ 215,948)	(\$153,816)	(\$177,119)
Operating Income before depreciation	146,179	156,575	158,300	168,596	180,514	148,544	150,429
Depreciation	(140,075) ⁽²⁾	(116,354)	(117,197)	(117,914)	(117,529)	(87,972)	(88,570)
Operating Income	\$ 6,104	\$ 40,221	\$ 41,103	\$ 50,682	\$ 62,985	\$ 60,572	\$ 61,859
Non-Operating Revenues (Expenses):							
Investment Income	6,395	4,439	2,713	2,393	2,061	1,589	1,928
Net Increase (decrease) in the fair value of investments	134	(239)	94	(2,971)	1,274	1,208	672
Interest Expense	(68,248)	(65,403)	(57,670)	(52,980)	(46,569)	(34,761)	(32,525)
Participating Airline Net Revenue Sharing ⁽³⁾	(16,741)	(16,352)	(17,273)	(18,932)	(51,553)	(24,127)	(33,411)
Passenger Facility Charges	68,327	70,277	69,151	67,011	67,501	51,178	55,496
Customer Facility Charges	21,946	23,295	23,715	23,169	23,951	18,447	19,135
Federal and State Grants	1,384	1,101	1,918	735	460	348	3,070
Other	341	2,856	460	788	371	256	79
Income Before Capital Contributions	\$ 19,642	\$ 60,195	\$ 64,211	\$ 69,895	\$ 60,481	\$ 74,710	\$ 76,303
Capital Contributions ⁽⁴⁾	37,325	15,922	24,064	21,693	31,909	25,536	15,380
Increase in Net Position	\$ 56,967	\$ 76,117	\$ 88,275	\$ 91,588	\$ 92,390	\$100,246	\$ 91,683
Total Net Position, Beginning of year	1,377,169	1,434,136	1,510,253	1,577,271	1,668,859		
Total Net Position, End of year	\$1,434,136	\$1,510,253	\$1,595,515	\$1,668,859	\$1,761,249		

⁽¹⁾ Interest expense and unrestricted net position have been restated for Fiscal Years 2013 and 2012 as a result of the implementation of GASB 65 in Fiscal Year 2014. Interest expense and unrestricted net position have not been restated for Fiscal Years prior to 2012 due to the fact that the information is not readily available and it is not practical to accumulate the information. See "Implementation of GASB 65" herein.

⁽²⁾ Restated.

⁽³⁾ Pursuant to the Rate Resolution, effective November 1, 2013, all prior lease and use agreements with the Airlines were terminated. As a result, the Authority no longer maintains information categorizing Airlines as "signatory" or "non-signatory." Data reported as "Participating Airline Net Revenue Sharing" for Fiscal Years 2010 through 2013 reflects amounts paid to signatory airlines under the prior lease and use agreements. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY - Transition to Rate Resolution" herein.

⁽⁴⁾ Includes amounts received as grants from federal and State programs.

Source: The Greater Orlando Aviation Authority.

Analysis of Airport Financial Results

Fiscal Year Ended September 30, 2013. The Airport reported operating income of \$50.7 million and net income of \$91.6 million. The operating revenues of the Authority increased \$14.0 million in Fiscal Year 2013, or 3.8% from the previous year, primarily due to greater airline, concession and rental car revenues. Operating expenses, before depreciation, increased \$3.6 million, or 1.8%, from Fiscal Year 2012 to 2013 primarily as a result of slight increases in janitorial services, airfield lighting parts and in-line baggage system repairs that were offset with decreases in utilities expenses due to installation of energy efficient fixtures.

Fiscal Year Ended September 30, 2014. The Airport reported operating income of \$63.0 million and net income of \$92.4 million. The operating revenues of the Authority increased \$18.6 million in Fiscal Year 2014, or 4.9% from the previous year, due to greater airline, concession and rental car revenues. An increase in operating expenses, before depreciation of approximately \$6.8 million, or 3.2%, from Fiscal Year 2013 to 2014 was primarily due to an increase in baggage handling services costs and safety and security costs incurred as a result of law enforcement officers stationed at security checkpoints, professional services also increased as a result of the development of an enhanced customer service experience program, services for payment card industry data security standard compliance related programs and additional staff support services.

Nine-Month Period Ended June 30, 2014 and 2015 (unaudited). The Authority reported operating income of \$61.9 million and net income of \$91.7 million for the nine-month period ended June 30, 2015, compared to operating income of \$60.6 million and net income of \$100.2 million for the nine-month period ended June 30, 2014. Operating revenues for the nine-month period ended June 30, 2015 increased approximately \$25.2 million or 8.2% when compared to the nine-month period ended June 30, 2014 primarily due to increase in landing fees, concessions, parking and rental car revenues as a result of increase in passenger activity. Operating expenses, before depreciation, increased approximately \$23.3 million or 15.2% primarily due to increases in maintenance related projects such as roadway, lighting and chiller maintenance. In addition, contractual services also increased as a result of loading bridge, baggage system, and APM contract increases. Safety and security expenses also increased as a result of increase in international passenger activity.

Information Regarding Certain Sources of Revenue

Airfield Area Revenue Sources. Sources of Airfield area revenues include fees for landing passenger and cargo aircraft, and apron use, and fuel system rental and fees.

Airfield area revenues increased approximately \$2.7 million or 8.0% during Fiscal Year 2013 primarily due to landing fee rate increases. Airfield area revenue sources amounted to approximately \$35.2 million for Fiscal Year 2014 compared with approximately \$36.9 million for Fiscal Year 2013 representing a decrease of approximately \$1.7 million or 4.6% due to reduced landing fee rates that resulted in a slight decrease in landing fee revenues. For the nine-months ended June 30, 2015 Airfield area revenues amounted to approximately \$31.1 million compared to \$28.4 million for the nine-months ended June 30, 2014 representing

an increase of \$2.7 million or 9.4% due to an increase in airline activity and additional landing fee revenues.

Terminal Area Revenue Sources. Sources of Terminal area revenues include space rentals, privilege fees for the operation of terminal concessions, baggage fees and other miscellaneous airline fees. Sources of terminal concession revenues are food and beverage concessions, merchandise concessions, and other terminal concessions. The Authority has a written statement of policy for awarding concession and consumer service privileges at the Airport. In accordance with this policy, the Authority specifies performance and operating standards in its agreements with concessionaires in furtherance of its public service and revenue goals. Under the various concession agreements, the concessionaires pay to the Authority the greater of a percentage of gross receipts or a minimum annual guarantee. See "Revenues - Non-Airline Revenues - Terminal Concessions" in the Report of the Airport Consultant attached as Appendix A hereto for more information regarding the Authority's concession agreements.

Terminal areas revenue increased approximately \$6.0 million or 4.2% during Fiscal Year 2013 due to rental rate increases, additional airlines, and additional gates rented. Terminal area revenues totaled approximately \$163.4 million for Fiscal Year 2014 compared with approximately \$148.6 million for Fiscal Year 2013 representing an increase of approximately \$14.7 million or 9.9% due to a new common use baggage system charge which became effective in November 2013. For the nine-months ended June 30, 2015 Terminal area revenues amounted to approximately \$135.4 million compared to \$123.7 million for the nine-months ended June 30, 2014 representing an increase of approximately \$11.7 million or 9.5%. The increase is attributed to the new common use baggage fee, increases to the minimum annual guarantee for food and beverage and Duty Free concessions, as well as an overall increase in concession revenues due to additional passenger traffic.

Ground Transportation Revenue Sources. Ground transportation revenue sources consist of rental car concessions, taxi, shuttle and bus ground transportation revenues, and public parking revenues.

Revenues received by the Authority in connection with rental car services for Airport passengers are the largest source of nonairline revenue at the Airport. The Authority receives privilege fees and rents (associated with ready/return spaces, terminal counter space, and quick turnaround facilities) from rental car companies serving Airport customers. The Authority estimates that the rental car operators operating at the Airport now serve approximately 95% of rental car customers that use the Airport. In February 2015, the Authority approved the extension of current rental car agreements for an additional three years, extending the scheduled termination date from March 31, 2017 to March 31, 2020.

Under the agreements, the rental car operators pay (a) 10% of gross receipts (which are applied to both onsite and offsite operators), however onsite operators must pay the greater of 10% of gross receipts or a minimum annual guarantee calculated each year based on gross receipts for the prior year, with the exception of the first period of April 1, 2015 to March 31, 2016, for which the minimum annual guarantee is \$63.16 million, (b) ready/return space rent on a per space basis, (c) QTA rent, and (d) rent for terminal counters, office, and queuing space.

QTA facility rent includes ground rent. In addition, rental car operators pay for all operating, utility, maintenance, and service management expenses. The foregoing constitute Revenues under the Bond Resolution.

As previously discussed, the rental car operators also pay CFCs. However, such CFCs are not included as part of the Revenues and are not available to the Authority for any lawful purpose, until such time as the CFC Bonds have been retired and all other amounts under the CFC Indenture have been paid, CFCs will then be included in Revenues. See "OTHER INDEBTEDNESS - CFC Indebtedness" herein.

Public automobile parking is the third highest source of revenue at the Airport, accounting for \$50 million in Fiscal Year 2014, approximately 12.6% of Revenues in Fiscal Year 2014. Parking facilities located on the Airport provide 19,129 public automobile parking spaces. The Authority offers three parking options: (a) garage parking located above or adjacent and connected to Terminals A and B; (b) curbside valet parking, and (c) economy parking located at remote lots less than one mile from Terminals A and B. In addition to the public parking spaces, parking revenues are generated from private parking, Hyatt parking, and employee parking.

Public parking facilities at the Airport are operated for the Authority under a management agreement with ABM System Parking, Inc., (formerly Ampco System Parking). Under the agreement, the Authority receives all revenues and pays most of the costs to operate and maintain the facilities plus a management fee to ABM System Parking, Inc. All other operational costs are included in the management fee. The budget for operating expenses is subject to review by the Authority, which can adjust staffing levels and related costs in response to parking demand and level of service standards. ABM System Parking has been operating under a management agreement with the Authority since 2007. The Authority's current management agreement with ABM System Parking agreement is scheduled to expire on September 30, 2016. However, the Authority has the option to extend the agreement to September 30, 2017.

Ground transportation revenues increased \$4.7 million or 3.4% during Fiscal Year 2013 primarily due to increases in rental car concession revenues related to increased activity and minimum annual guarantee payments as well as revenues from new offsite rental car companies. Ground transportation revenues totaled approximately \$148.2 million in Fiscal Year 2014 compared with approximately \$143.8 million in Fiscal Year 2013 representing additional revenue received from rental car companies, including an increase in the ready and return rate for all rental car companies which became effective in April 2014. For the nine-months ended June 30, 2015 ground transportation revenues amounted to approximately \$118.4 million compared to \$111.4 million for the nine-months ended June 30, 2014 representing an increase of approximately \$7.1 million or 6.3% due to increases in garage and satellite parking revenues, increased rental car revenues and a rate increase in taxi and commercial lane privilege fees as a result of additional passenger traffic. Additional rental car revenue was realized as a result of increases in the minimum annual guarantee for three rental car companies as well as an increase in the number of offsite rental car companies.

Other Buildings and Grounds Revenue Sources. Other buildings and grounds revenues are the fees associated with fixed base operators, cargo apron use, in-flight catering and other building and land rentals. Tenants of buildings and grounds at the Tradeport and other airport

areas pay rentals and fees for the use of such buildings and sites. Other buildings and grounds revenue decreased slightly in 2013 due to reduced simulator training revenues and cargo apron use fees. Revenues from these areas amounted to approximately \$16.5 million for Fiscal Year 2014 and approximately \$16.1 million for Fiscal Year 2013.

For the nine-months ended June 30, 2015 other buildings and grounds revenue amounted to approximately \$13.2 million compared to \$12.3 million for the nine-months ended June 30, 2014.

Hotel Revenue Sources. Hotel revenues are derived from rooms, food and beverage, telecommunications and other rentals and income from the Hyatt Hotel located at the North Terminal Complex. The hotel is operated under a management contract. Hotel revenue increased approximately \$1.0 million or 3.3% during Fiscal Year 2013. Hotel revenues totaled approximately \$33.2 million for Fiscal Year 2014 and approximately \$32.4 million for Fiscal Year 2013. The additional revenue in Fiscal Year 2013 and Fiscal Year 2014 is due to an increase in the occupancy rate and increased food and beverage sales. For the nine-months ended June 30, 2015 hotel revenue amounted to \$29.4 million compared to \$26.7 million for the nine-months ended June 30, 2014. The hotel experienced this \$2.8 million or 10.3% increase in revenue due to higher occupancy, higher average daily room rates and increased food and beverage revenue.

The Hyatt Corporation has operated the hotel since its opening in 1992 under a management agreement with the Authority. The Authority recently approved a new hotel management agreement with the Hyatt Corporation, effective October 1, 2015, that has a 20-year term. Under the new management agreement, the Authority will continue to receive all revenues from the operation of the hotel and will pay all debt service, and operating and maintenance costs associated with its operation. The Authority annually pays Hyatt a percentage of gross receipts as a management fee, along with certain other amounts. Under the new agreement, the management fee paid to Hyatt Corporation will decrease from 4.0% to 2.75% of gross receipts.

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Historical Debt Service Coverage

The following table presents the historical debt service coverage for the Outstanding Airport Facilities Revenue Bonds, which does not include the Series 2015A Bonds, pursuant to the Airport Facilities Revenue Bond Resolution for Fiscal Years 2010 through 2014.

**Orlando International Airport
Historical Debt Service Coverage
Per Airport Facilities Revenue Bond Resolution
Fiscal Years 2010 - 2014
(in thousands)**

	Fiscal Year Ended September 30				
	2010	2011	2012	2013	2014
Revenues Per Bond Resolution	\$363,449	\$393,262	\$396,984	\$463,377	\$418,696
Less: Operations and Maintenance Expenses per Bond Resolution ⁽¹⁾	(173,884)	(187,453)	(192,672)	(198,191)	(208,394)
Net Revenues	\$189,565	\$205,809	\$204,312	\$265,186	\$210,302
Less: Required Account Deposits:					
Airport Facilities Operations and Maintenance Reserve Fund	-	\$ 1,406	\$ 1,064	\$ 1,935	\$ 1,001
Airport Facilities Capital Expenditure Fund	-	-	-	-	-
Airport Facilities Renewal and Replacement Fund	-	-	-	-	-
Total Required Account Deposits	-	\$ 1,406	\$ 1,064	\$ 1,935	\$ 1,001
Net Revenues available for Debt Service on Bonds	\$189,565	\$204,403	\$203,248	\$263,251	\$209,301
Debt Service on Bonds	\$117,845	\$120,392	\$119,719	\$161,391	\$101,472
Coverage Ratio for Bonds	1.61	1.70	1.70	1.63	2.06

⁽¹⁾ Expenses and encumbrances incurred within the Airport Facilities Operations and Maintenance Account.

Source: The Greater Orlando Aviation Authority.

Implementation of GASB 65

The Government Accounting Standards Board ("GASB") issued *Statement Number 65, Items Previously Reported as Assets and Liabilities* ("GASB 65") in March 2012 which was adopted by the Authority in Fiscal Year 2014. GASB 65 sets standards for the accounting and reporting of deferred outflows of resources and deferred inflows of resources and reclassified certain items that were previously reported as assets and liabilities. Implementation of GASB 65 by the Authority resulted in bond issuance costs being recognized as expense in the period incurred, except for prepaid insurance costs associated with the issuance of debt. As the Authority has historically recognized bond issuance costs as a reduction in long term debt and amortized these costs over the life of the associated debt, the Authority recognized a change in accounting principle upon implementation of GASB 65 to write off unamortized bond issuance

costs, less any costs related to prepaid insurance costs, as of September 30, 2012 in the amount of \$7.7 million. In addition, deferred amounts on bond refundings that were historically shown as a reduction of long term debt, are now shown as deferred outflows of resources and have been adjusted for the portion that related to bond issuance costs in the amount of \$8.1 million. See Note 1 of the Audited Financial Statements and Report of The Independent Auditors Thereon For The Fiscal Years Ended September 30, 2013 and 2014 attached hereto as Appendix E. For a more detailed discussion and additional information regarding the Authority's implementation of GASB 65 and other new accounting standards refer to Appendix E attached hereto.

Pension and Other Postemployment Benefits

General. The following information contained in this subsection has been extracted from Notes 1, 8 and 9 of the Audited Financial Statements and Report of The Independent Auditors Thereon For The Fiscal Years Ended September 30, 2013 and 2014 attached hereto as Appendix E. For a more detailed discussion and additional information regarding the Authority's pension plans, and other post-employment benefits refer to the Audited Financial Statements and Report of The Independent Auditors Thereon For The Fiscal Years Ended September 30, 2013 and 2014 attached hereto as Appendix E.

The GASB issued *Statement Number 68, Accounting and Financial Reporting for Pensions* (as amended by GASB Statement 71) ("GASB 68") in June 2012. GASB 68 revises and establishes new accounting and financial reporting requirements for most governments that provide their employees with pension benefits. The new standard is effective for periods beginning after June 15, 2014. The Authority will implement the provisions of GASB 68 in Fiscal Year 2015.

Implementation of GASB 68 will result in the recognition of a net pension liability for the defined benefit pension plan. In addition, GASB 68 requires that most changes in the net pension liability be included in pension expense in the period of change. Changes not included in pension expense (such as differences between expected and actual experience) are required to be reported as deferred outflows of resources or deferred inflows of resources. Also, employer contributions subsequent to the measurement date of the net pension liability are required to be reported as deferred outflows of resources.

The financial information included in Statement of Revenues, Expenses and Changes in Net Position for the nine months ended June 30, 2014 and 2015 has been adjusted for the impact of GASB 68 with the exception of any impact for the Authority's share of the net pension liability for the firefighters employed by the Authority all of whom participate in the Florida Retirement System ("FRS").

Pension Benefits. The Authority maintains two defined benefit plans for its employees, a single-employer plan covering non-firefighter employees and a multi-employer plan for firefighters. Additionally, the Authority provides two defined contribution plans, a single-employer defined contribution retirement plan for non-firefighter employees and a multi-employer defined contribution plan for firefighters.

Single-Employer Defined Benefit Pension Plan. The Authority contributes to the Defined Benefit Retirement Plan for Employees of the Greater Orlando Aviation Authority ("DB Plan"), a single-employer retirement plan. The Authority authorizes all employees hired before October 1, 1999, other than firefighters, to participate in the DB Plan. The DB Plan provides retirement and death benefits to DB Plan members and beneficiaries.

The actuarial valuation used for funding determines the annual contribution requirements of the Authority to the DB Plan. The Authority does not require plan members to contribute to the DB Plan.

The actuarial assumptions for Fiscal Years 2014 and 2013 include: (a) rate of return on investments of 7.25% per year, (b) projected salary increases of 5.0%, (c) inflation adjustments of 3.0%, and (d) expense loading is the average of actual expenses over the previous two years. Five-year smoothed market method values DB Plan assets. The Aggregate Actuarial Cost Method determines the DB Plan's actuarial valuation.

As of October 1, 2013, the most recent reported actuarial valuation date, the DB Plan was 81.2% funded. The actuarial accrued liability for benefits was \$120.0 million, and the actuarial value of assets was \$97.4 million resulting in an unfunded actuarial accrued liability ("UAAL") of \$22.5 million. The covered payroll was \$10.8 million, and the ratio of the UAAL to the covered payroll was 208.2%. The table below shows the actuarial value of assets compared to the liability as well as the percentage funded and UAAL as a percentage of covered payroll for Fiscal Years 2011 - 2013.

Schedule of Funding Progress

Actuarial Valuation Date October 1	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2013	\$97,405	\$119,945	\$22,540	81.2%	\$10,828	208.2%
2012	87,171	114,144	26,973	76.4	11,443	235.7
2011 ⁽¹⁾	82,202	108,892	26,690	75.5	12,150	219.7

⁽¹⁾ The 2011 figures have been revised based upon the October 11, 2012 Actuarial Impact Statements.
Source: The Greater Orlando Aviation Authority.

The table below shows the annual required contributions as well as the actual percentage contributed for Fiscal Years 2012 - 2014.

Schedule of Employer Contributions

Fiscal Years Ended September 30	Employer Contributions	
	Annual Required Contributions (ARC)	Percentage of ARC Contributed
2014	\$6,565	115.2%
2013	6,470	115.6
2012	5,314	100.0

Source: The Greater Orlando Aviation Authority.

Single-Employer Defined Contribution Retirement Plan. The Defined Contribution Retirement Plan of the Greater Orlando Aviation Authority ("DC Plan") is a single-employer retirement plan. The DC Plan authorizes employees, other than firefighters, hired on or after October 1, 1999, to participate. The Authority contributes 6% of base wages and up to another 4% as a matching contribution. The employee contributes up to 10%. The DC Plan has separate accounts for each employee, and investments are self-directed by the employee. The DC Plan provides retirement and death benefits to plan participants and beneficiaries. The Authority contributed \$1.8 million and \$1.6 million for the years ending September 30, 2014 and 2013, respectively.

Multiple-Employer Pension Plans. All firefighters employed by the Authority participate in the FRS, a cost-sharing, multiple-employer defined benefit public retirement plan administered by the Florida Department of Management Services, Division of Retirement. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The Florida Statutes establish benefit provisions.

Various acts of the Florida Legislature determine the funding methods and benefits. These acts provide employers, such as the Authority, requirements to contribute at the current actuarially determined rate of covered payroll for special risk members. Effective July 1, 2011, all FRS employees, with the exception of the Deferred Retirement Option Program (DROP) participants and reemployed retirees who are initially reemployed under covered employment on or after July 1, 2010, were required to make pretax retirement contributions of 3% of their gross salary to the plan.

The employer contribution rate for the Fiscal Year ended September 30, 2014 was 19.06% of each participant's pensionable wages from October 1, 2013 to June 30, 2014 and 19.82% from July 1, 2014 to September 30, 2014. The contribution rate for the Fiscal Year ended September 30, 2013 was 14.90% from October 1, 2012 to June 30, 2013 and 19.06% from July 1, 2013 to September 30, 2013. The contribution rate for the Fiscal Year ended September 30, 2012 was 14.10% from October 1, 2011 to June 30, 2012 and 14.90% from July 1, 2012 to September 30, 2012. The Authority's contributions to the FRS for each of the Fiscal Years ended September 30, 2014, 2013, and 2012 were approximately \$0.9 million, \$0.7 million and \$0.6 million, respectively, which represents the required contributions for each Fiscal Year.

Other Postemployment Benefits and GASB Statement. The Greater Orlando Aviation Authority Healthcare Plan ("GOAAHP") is a single-employer healthcare plan administered by the Authority. The GOAAHP provides postemployment healthcare benefits to those participants who retire at a participants' normal retirement date or early retirement date and who receive pension benefits immediately upon termination.

The Authority is not required to fund the GOAAHP. However, on September 30, 2011, the Authority funded its other postemployment benefits (OPEB) obligation to a qualifying, irrevocable trust in the amount of \$26.3 million. The annual contribution of the employer represents a level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed twenty years.

The following table shows the components of the Authority's annual OPEB cost for the Fiscal Years ended September 30, 2014 and 2013, the annual required contribution, and changes in the Authority's net OPEB asset to GOAAHP (in thousands):

	2014	2013
Annual required contribution	\$2,073	\$2,878
Interest on net OPEB asset	(291)	(114)
Adjustment to annual required contribution	407	149
Annual OPEB cost	\$2,189	\$2,913
Trust contributions made	(3,890)	(5,639)
Increase in net OPEB asset	(\$1,701)	(\$2,726)
Net OPEB asset - beginning of year	(4,477)	(1,751)
Net OPEB asset - end of year	(\$6,178)	(\$4,477)

The table below shows the actuarial value of OPEB related assets compared to the OPEB liability as well as the percentage funded and UAAL as a percentage of covered payroll.

Schedule of Funding Progress

Actuarial Valuation Date October 1	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Projected Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2014	\$47,137	\$54,765	\$ 7,628	86.1%	\$35,067	21.8%
2013	40,366	54,108	13,742	74.6	34,028	40.4
2012	31,597	58,430	26,833	54.1	32,957	81.4

Source: The Greater Orlando Aviation Authority.

The table below shows the annual required contributions as well as the actual percentage contributed for Fiscal Years 2012 - 2014.

Schedule of Employer Contributions

Fiscal Years Ended September 30	Employer Contributions	
	Annual Required Contributions (ARC)	Percentage of ARC Contributed
2014	\$2,073	187.6%
2013	2,878	196.0
2012	3,889	145.0

Source: The Greater Orlando Aviation Authority.

For additional information relating to pension and OPEB expenses of the Authority, see Notes 8 and 9 of the "APPENDIX E - AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2013 AND 2014" attached hereto.

Insurance

The Authority currently maintains property insurance for property not insured by others with per occurrence and aggregate limits totaling \$500 million, excess of \$500,000 retention. The property insurance policies contain certain specific sub-limits, and the primary layer contains a self-insured retention of \$100,000 and a maintenance deductible of \$25,000 per occurrence for causes of loss other than named windstorm. The property insurance policies also include coverage for business interruption that pays certain fixed costs, including the annual debt service payments on the Authority's indebtedness, in the event revenues are lost due to damage or loss to an asset. The business interruption coverage is included in the \$500 million aggregate limit and does not have a sub-limit. The Authority maintains a \$200 million aggregate limit for named windstorm(s), excess the \$500,000 retention, with a per location, per occurrence wind deductible. The policy provides open-perils protection as opposed to specifically named-perils protection on a replacement cost basis which includes coverage for boiler and machinery, and loss of business income up to the policy limit per occurrence, with certain sub-limits resulting from a covered property loss, including covered terrorism losses. The Authority currently maintains property insurance with per occurrence limits of \$300 million for terrorism events whether caused by international or domestic persons or organizations. Renovations to existing facilities not insured by others are included as covered losses under the Authority's current property insurance up to limits described herein. The Authority also maintains builders' risk insurance, when required for construction projects not covered by other property policies. It is expected that property insurance limits may be adjusted in the future, as is prudent in the airport industry and as insurance markets continue to evolve.

The Authority also maintains owner's protective professional and excess liability insurance for certain construction projects, fiduciary liability, public official's liability, auto liability, storage tank and pollution liability, crime, and airport owners and operators liability insurance. The Authority's airport liability insurance has a limit of \$500 million annually and a

sub-limit of \$300 million annually for war and related exposures. The Authority maintains workers compensation insurance with statutory limits, which includes a self-insured retention of \$150,000 per occurrence and associated employers' liability insurance. The Authority uses an independent risk management and insurance consultant who assists in designing an insurance program which is in the best interest of the Authority, including evaluation, negotiation and recommendation of coverages and quotations. The risk management consultant also reviews the insurance policies.

Environmental Liabilities

The Airport System includes certain polluted sites, primarily from chemical and fuel spills, asbestos, and former landfills pursuant to which the Authority has been named or may in the future be named a responsible or potentially responsible party or where pollution remediation has already commenced, with monitoring being completed as necessary. The Authority recorded a pollution remediation liability for the Airport System, as of September 30, 2014, measured at \$2.0 million, using the expected cash flow technique. Under this technique, the Authority estimated a reasonable range of potential outlays and multiplied those outlays by their probability of occurring. This liability could change over time due to changes in costs of goods and services, changes in remediation technology, or changes in laws and regulations governing the remediation efforts. The possibility of recovery of some of these costs from outside governmental funding or other parties exists; however, the Authority only recognizes these recoveries in the financial statements as they become probable. For more information, see Note 20 to the Audited Financial Statements and Report of The Independent Auditors Thereon For The Fiscal Years Ended September 30, 2013 and 2014 attached hereto as Appendix E.

REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST

The Report of the Airport Consultant is included as Appendix A attached hereto. References made herein to the Report of the Airport Consultant are made to the entire report which should be read in its entirety, and which contains material information, forecasts, findings, assumptions, and conclusions concerning the Airport System. The Report of the Airport Consultant contains certain "forward-looking statements" concerning the Authority's operations, performance and financial condition, including the Authority's future economic performance, plans and objectives and the likelihood of success in developing and expanding the Airport. These statements are based upon a number of assumptions and estimates which are subject to uncertainties, many of which are beyond the control of the Authority.

The Report of the Airport Consultant presents certain Airline traffic and financial forecasts for Fiscal Years 2015 through 2022 and sets forth the assumptions upon which the forecasts are based. Although the forecast period prescribed by the additional bonds test under the Airport Facilities Revenue Bond Resolution extends through Fiscal Year 2021, due to the magnitude of the expected Additional Bonds to be issued to fund the 2013-2023 Planned Capital Projects and at the direction of the Authority the forecast period in the Report of the Airport Consultant extends through Fiscal Year 2022 to reflect two full years beyond the expected completion of the South Terminal Complex as described below.

The financial forecasts are based on certain assumptions that were provided by, or reviewed and agreed to by Authority management. The Airport Consultant is of the opinion that such assumptions provide a reasonable basis for the forecasts.

The following table, which has been extracted from the Report of the Airport Consultant, shows forecast Net Revenues Available for Debt Service, net Debt Service Requirements on Bonds and Subordinated Indebtedness, and debt service coverage on Bonds and total indebtedness. The forecast indicates compliance with the rate covenant under the Airport Facilities Revenue Bond Resolution for each Fiscal Year of the forecast period, including years after which the Consent Amendments are expected to be in effect.

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Forecast Rate Covenant Compliance
(in thousands, except Coverage)
(for the 12 months ending September 30)

Net Debt Service Requirement					Coverage	
Fiscal Year	Net Revenues Available for Debt Service ^(1,2)	Bonds ^(2,3)	Subordinated Indebtedness ⁽⁴⁾	Total	Bonds	All Indebtedness
	A	B	C	D = B + C	= A / B	= A / D
2015	\$203,472	\$105,803	\$ 7,194	\$112,997	1.92	1.80
2016	224,808	117,512	14,016	131,528	1.91	1.71
2017	256,865	140,717	8,846	149,563	1.83	1.72
2018	204,139	96,313	9,698	106,010	2.12	1.93
2019	209,433	84,278	9,753	94,031	2.49	2.23
2020	212,084	111,821	39,010	150,831	1.90	1.41
2021	212,587	112,902	39,093	151,995	1.88	1.40
2022	200,491	87,938	39,150	127,088	2.28	1.58

⁽¹⁾ Includes Available PFC Revenues and is net of deposits to the Operations and Maintenance Reserve Account until Consent Amendments to the Airport Facilities Revenue Bond Resolution are effective (estimated to occur in Fiscal Year 2018).

⁽²⁾ The Authority currently anticipates receiving the consent of the requisite percentage of the Holders to the Consent Amendments during Fiscal Year 2018 and accordingly, the Consent Amendments are forecast to become effective in such Fiscal Year. However, it is not possible to predict the actual timing for receipt of the requisite consent of Holders, which could occur earlier than or subsequent to the currently anticipated timing. This would affect certain of the assumptions used to forecast debt service coverage as set forth in the Report of the Airport Consultant. See "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

⁽³⁾ Includes actual debt service on all Outstanding Airport Facilities Revenue Bonds (through Series 2013A), and estimated debt service on the Series 2015A Bonds, the Series 2016 Bonds, and other future Series of Additional Bonds, as provided by Raymond James, net of capitalized interest. Reflects the revised treatment of Available PFC Revenues as an offset to Debt Service instead of inclusion in Revenues when the Consent Amendments to the Airport Facilities Revenue Bond Resolution are effective (estimated to occur in Fiscal Year 2018).

⁽⁴⁾ Includes all Subordinated Indebtedness, net of interest income on any Subordinated Bond Reserve Funds, including amounts expected to be issued for the South Terminal Complex. Also assumes that approximately \$90 million of the Wells Fargo Line of Credit that was used to refund the Series 1997B Secondary Subordinated Indebtedness will be refinanced in Fiscal Year 2016 with fixed rate bonds and Authority funds.

Source: The Greater Orlando Aviation Authority and Raymond James, the independent registered municipal advisor to the Authority. Net Revenues and Coverage: LeighFisher.

CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER CONSIDERATIONS

The information in this section describes certain factors affecting the air transportation industry and other considerations which may impact the payment of or security for Bonds Outstanding under the Airport Facilities Revenue Bond Resolution, including the Series 2015A

Bonds. The following discussion is not meant to be an exhaustive list of the factors affecting the air transportation industry and other considerations which may impact the payment of or security for the Series 2015A Bonds associated with the purchase of the Series 2015A Bonds and does not necessarily reflect the relative importance of the various factors. Investors are advised to consider the following factors along with all other information described in this Official Statement or incorporated by reference herein when evaluating the Series 2015A Bonds.

General Economic and Political Conditions

Historically, airline passenger traffic nationwide has correlated closely with the state of the U.S. economy and levels of real disposable income. Recession in the U.S. economy in 2001 and 2008-2009 and associated high unemployment reduced discretionary income and contributed to reduced airline travel demand in those years. With the globalization of business and the increased importance of international trade and tourism, the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economics, trade balances, currency exchange rates, political relationships, and hostilities all influence passenger traffic at major U.S. airports. Sustained future increases in passenger traffic at the Airport will depend on stable international conditions as well as national and global economic growth.

Financial Health of the Airline Industry

The number of passengers using the Airport will depend partly on the profitability of the U.S. airline industry and the associated ability of the industry and individual airlines to make the necessary investments to provide service.

As a result of the 2001 economic recession, the disruption of the airline industry that followed the September 2001 attacks, increased fuel and other operating costs, and price competition, the industry experienced huge financial losses. In 2001 through 2005, the major U.S. passenger airlines collectively recorded net losses of approximately \$61 billion. To mitigate those losses, all of the major network airlines restructured their route networks and flight schedules and reached agreement with their employees, lessors, vendors, and creditors to cut costs, either under Chapter 11 bankruptcy protection or the possibility of such. Between 2002 and 2005, Delta Air Lines, Northwest Airlines, United Airlines, and US Airways all filed for bankruptcy protection and restructured their operations.

In 2006 and 2007, the U.S. passenger airline industry as a whole was profitable, recording net income of approximately \$23 billion, but in 2008, as oil and aviation fuel prices increased to unprecedented levels, the industry experienced a profitability crisis. In 2008 and 2009, the U.S. passenger airline industry recorded net losses of approximately \$27 billion. The industry responded by, among other actions, grounding less fuel-efficient aircraft, eliminating unprofitable routes and hubs, reducing seat capacity, and increasing airfares. Between 2007 and 2009, the U.S. passenger airlines collectively reduced domestic capacity (as measured by available seat-miles) by approximately 10%.

In 2010 through 2013, the U.S. passenger airline industry as a whole recorded net income of approximately \$15 billion, in spite of sustained high fuel prices, by controlling capacity and

nonfuel expenses, increasing airfares, recording high load factors, and increasing ancillary revenues. Over the four years 2009 to 2013, the airlines collectively increased domestic seat-mile capacity by an average of just 1.0% per year. American Airlines filed for bankruptcy protection in 2011. In 2014, the U.S. passenger airline industry reported net income of approximately \$7.4 billion, assisted by reduced fuel prices in the second half of the year and ancillary charges introduced by most airlines in 2006, for services such as checked baggage, preferred seating, in-flight meals, and entertainment, thereby increasing the effective price of airline travel more than these yield figures indicate.

Sustained industry profitability will depend on, among other factors, economic growth to support airline travel demand, continued capacity control to allow increased airfares, and stable fuel prices. Consolidation of the U.S. airline industry has resulted from the acquisition of Trans World by American Airlines (2001), the merger of US Airways and America West (2005), the merger of Delta Air Lines and Northwest (2009), the merger of United Airlines and Continental (2009), the acquisition of AirTran Airways by Southwest Airlines (2011), and the merger of American Airlines and US Airways (2013). Such consolidation has resulted in four airlines (American Airlines, Delta Air Lines, Southwest Airlines, and United Airlines) accounting for approximately 72% of domestic seat capacity in 2014 and is expected by airline industry analysts to contribute to industry profitability.

However, any resumption of financial losses could cause U.S. airlines to seek bankruptcy protection or liquidate. The liquidation of any of the large network airlines would drastically affect airline service at certain connecting hub airports, present business opportunities for the remaining airlines, and change airline travel patterns nationwide.

Availability and Price of Aviation Fuel

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. Beginning in 2003, fuel prices increased as a result of the invasion and occupation of Iraq; political unrest in other oil-producing countries; the growing economies of China, India, and other developing countries; and other factors influencing the demand for and supply of oil. By mid-2008, average fuel prices were three times higher than they were in mid-2004 and represented the largest airline operating expense, accounting for between 30% and 40% of expenses for most airlines. Fuel prices fell sharply in the second half of 2008 as demand declined worldwide, but have since increased as global demand has increased. Since early 2011, fuel prices have been relatively stable, partly as a result of increased supply from U.S. domestic production, although political instability and conflicts in North Africa and the Middle East have contributed to volatility. As of mid-2014, average aviation fuel prices were approximately three times the prices prevailing at the end of 2003.

Since mid-2014, average fuel prices have decreased reflecting continued growth in U.S. oil production, strong global supply, and weakening outlooks for the global economy and oil demand growth.

Airline industry analysts hold differing views on how oil and aviation fuel prices may change in the near term, particularly since an increase in supply from the U.S. and other oil

producers have resulted in recent oil price declines to 2009 levels. Nevertheless, there is widespread agreement that fuel prices will continue to be volatile and are likely to increase over the long term as global energy demand increases in the face of finite and increasingly expensive oil supplies.

Aviation fuel prices will continue to affect airfares, passenger numbers, airline profitability, and the ability of airlines to provide service. Airline operating economics will also be affected as regulatory costs are imposed on the airline industry as part of efforts to reduce aircraft emissions contributing to global climate change.

Airline Competition and Airfares

Airline fares including ancillary fees have an important effect on passenger demand, particularly for relatively short trips for which the automobile and other travel modes are potential alternatives, and for price-sensitive "discretionary" travel. The price elasticity of demand for airline travel increases in weak economic conditions when the disposable income of potential airline travelers is reduced. Airfares are influenced by airline capacity and yield management; passenger demand; airline market presence; labor, fuel, and other airline operating costs; taxes, fees, and other charges assessed by governmental and airport agencies; and competitive factors. Future passenger numbers, both nationwide and at the Airport, will depend, in part, on the level of airfares.

Overcapacity in the industry, the ability of consumers to compare airfares and book flights easily via the Internet, and other competitive factors combined to reduce airfares between 2000 and 2005. During that period, the average domestic yield for U.S. airlines decreased from 14.9 cents to 12.7 cents per passenger-mile. In 2006 through 2008, as airlines reduced capacity and were able to sustain fare increases, the average domestic yield increased to 14.8 cents per passenger-mile. In 2009, yields again decreased, but, beginning in 2010, as airline travel demand increased and seat capacity was restricted, yields increased to 18.2 cents per passenger-mile by 2014. Beginning in 2006, ancillary charges have been introduced by most airlines for services such as checked baggage, preferred seating, in-flight meals, and entertainment, thereby increasing the effective price of airline travel more than these yield figures indicate.

It has been reported that the U.S. Department of Justice (the "DOJ") has initiated a civil anti-trust investigation and has requested airlines to provide documents and information from the past two years that are related to seating capacity. By limiting the number of flights offered, airlines allegedly could restrain competition and raise fares. The DOJ inquiry appears to be in its early stages and what effect, if any, this investigation will have on airlines and the industry as a whole is not currently determinable.

Growth of Low Cost Carriers

Low cost carriers ("LCCs") are carriers that take advantage of an operating cost structure that is significantly lower than the cost structure of the network carriers. These advantages can include lower labor costs, greater labor flexibility, a streamlined aircraft fleet (i.e., fewer different types of aircraft in a given airline's fleet) and a generally more efficient operation.

These low costs suggest that the LCCs can offer a lower fare structure to the traveling public than network carriers while still maintaining profitability. In calendar year 2014, LCCs provided approximately 28% of the airline seat capacity in the U.S. market.

As the larger U.S. carriers consolidated and became more focused on capacity discipline, fare increases took hold. LCCs began to emerge in larger markets where passenger levels were high enough for the LCCs to overcome certain barriers to entry caused by the larger carriers such as, for example, control of the majority of airport gates and slots. The cost structure of LCCs allows for lower fares, which has stimulated traffic and driven LCCs into more and larger markets. One result of the consolidation of carriers and their capacity discipline and the associated fare increases is that certain price-sensitive travelers are flying less. Recently, these budget conscious flyers have emerged as an underserved segment which has helped to expand the LCC market to include the ultra-low cost carriers, such as Allegiant Airways and Spirit Airlines. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Airline Market Shares" herein for more information about historical Airline market shares at the Airport.

Aviation Safety and Security Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions influence passenger travel behavior and airline travel demand. Anxieties about the safety of flying and the inconveniences and delays associated with security screening procedures lead to both the avoidance of travel and the switching from air to surface modes of transportation for short trips. Public health and safety concerns have also affected airline travel demand from time to time.

Safety concerns in the aftermath of the September 2001 attacks were largely responsible for the steep decline in airline travel nationwide in 2002. Since 2001, government agencies, airlines, and airport operators have upgraded security measures to guard against changing threats and maintain confidence in the safety of airline travel. These measures include strengthened aircraft cockpit doors, changed flight crew procedures, increased presence of armed sky marshals, federalization of airport security functions under the TSA, more effective dissemination of information about threats, more intensive screening of passengers and baggage, and deployment of new screening technologies.

Historically, airline travel demand has recovered after temporary decreases stemming from terrorist attacks or threats, hijackings, aircraft crashes, public health and safety concerns, and international hostilities. Provided that precautions by government agencies, airlines, and airport operators serve to maintain confidence in the safety of commercial aviation without imposing unacceptable inconveniences for airline travelers, it can be expected that future demand for airline travel at the Airport will depend primarily on economic, not safety or security, factors.

Airline Service and Routes

Most large airports serve as gateways to their communities and as connecting points. The number of origin and destination passengers at an airport depends on the intrinsic attractiveness

of the region as a business and leisure destination, the propensity of its residents to travel, and the airline fares and service provided. The number of connecting passengers, on the other hand, depends entirely on the airline service provided. Most passengers at the Airport are originating their journeys rather than connecting between flights.

The network airlines have developed hub-and-spoke systems that allow them to offer high-frequency service in many city-pair markets. Because most connecting passengers have a choice of airlines and intermediate airports, connecting traffic at an airport depends on the route networks and flight schedules of the airlines serving that airport and competing hub airports. Since 2003, as the U.S. airline industry has consolidated, airline service has been or is being drastically reduced at many former connecting hub airports, including those serving St. Louis (American Airlines 2003-2005), Dallas-Fort Worth (Delta Air Lines 2005), Pittsburgh (US Airways 2006-2008), Las Vegas (US Airways 2007-2010), Cincinnati (Delta Air Lines 2009-2011), Memphis (Delta Air Lines 2011-2013), and Cleveland (United Airlines 2014).

The United States has pursued a policy of open skies civil aviation relationships with our international partners since 1992. The U.S. has signed more than 100 open skies agreements ("Open Skies Agreements") with various countries and the European Union since that time. Open Skies Agreements do this by eliminating government interference in the commercial decisions of air carriers about routes, capacity, and pricing, freeing carriers to provide more affordable, convenient, and efficient air service for consumers.

Recently, American Airlines, Delta Air Lines, and United Airlines claimed that two state-owned airlines based in the United Arab Emirates (Emirates and Etihad Airways) and one in Qatar (Qatar Airways) (collectively, the "Gulf Carriers") have funded their rapid expansion into U.S. airports through large subsidies from their respective government owners and that U.S. airlines cannot compete without intervention by the U.S. government. These U.S. airlines are joined in their objection by their respective employee labor unions, certain political leaders, and other interested parties. The remedy sought is to limit the access of the Gulf Carriers into the U.S. markets, thereby limiting the ability of the Gulf Carriers to expand service into markets already served by those carriers including the Airport.

The Gulf Carriers have denied the accusations, disputed several claims by the U.S. airlines, and explained the investments made by their shareholders who, in some instances, are their national governments. The Gulf Carriers are supported in their position by certain other U.S. carriers (including FedEx, jetBlue Airways and Hawaiian), certain political leaders, and other interested parties (including the Airports Council International - North America, the Business Travel Coalition, and the Authority).

In response to these claims, the U.S. DOT opened a federal docket to accept comments on the subject. The U.S. DOT stopped accepting new filings for the docket in August 2015, and to date has offered no indication on an updated timeline or potential next steps. The filings will be jointly reviewed by the U.S. Commerce, State, and Transportation departments.

At this time it is not known what, if any, action the U.S. DOT will take on this issue or the implications on future additional service to the Airport by the Gulf Carriers. If the U.S. DOT complies with the demands of American Airlines, Delta Air Lines and United Airlines, new air

service direct to Orlando by Gulf Carriers could be limited. The only service by the Gulf Carriers to the Airport contemplated in the traffic forecast that appears in the Report of the Airport Consultant is the existing Dubai flight.

Capacity of the National Air Traffic Control System

Demands on the national air traffic control system have, in the past, caused delays and operational restrictions affecting airline schedules and passenger traffic. The FAA is gradually implementing its Next Generation Air Transport System air traffic management programs to modernize and automate the guidance and communications equipment of the air traffic control system and enhance the use of airspace and runways through improved air navigation aids and procedures. Since 2007, airline traffic delays have decreased as a result of reduced numbers of aircraft operations, but, as airline travel increases in the future, flight delays and restrictions may be expected.

Capacity of the Airport; Cost and Schedule of 2013-2023 Planned Capital Projects

In addition to any future constraints that may be imposed by the capacity of the national air traffic control system, future growth in airline traffic at the Airport will depend on the capacity at the Airport itself. The estimated costs of, and the projected scheduled for the 2015 Project, the balance of the 2013-2023 Planned Capital Projects, and any other projects planned by the Authority are subject to a number of uncertainties. The ability of the Authority to complete such projects may be adversely affected by various factors including, without limitation: (i) estimating errors, (ii) design and engineering errors, (iii) changes to the scope of the capital improvements, (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, (xi) litigation, (xii) delays in permitting and (xiii) environmental issues. No assurance can be given that any portion of the 2013-2023 Planned Capital Projects will not cost more than currently estimated. Any schedule delays or cost increases could result in the need to issue additional indebtedness and may result in increased costs per enplaned passenger to the airlines utilizing the Airport. Construction of large projects at airports also involves the risk of disruption of ongoing operations and a resultant reluctance on the part of passengers and airlines to use the Airport. See "CAPITAL IMPROVEMENT PROGRAM" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto for more information regarding the 2013-2023 Planned Capital Projects and other projects planned by the Authority.

Passenger Facility Charges

Termination of PFCs. The Authority's legal authority to impose and use PFCs is subject to certain terms and conditions provided in the PFC Act, the PFC Regulations and each PFC application. If the Authority fails to comply with these requirements, the FAA may take action to terminate or to reduce the Authority's legal authority to impose or to use PFCs. Some of the events that could cause the Authority to violate these provisions are not within the Authority's control. In addition, failure to comply with the provisions of certain federal aviation noise acts may lead to termination of the Authority's authority to impose PFCs. In addition, the FAA may terminate the Authority's ability to collect PFCs to support payment of debt service on any Bonds

attributable to PFC Projects on the fifth anniversary of the completion of formal termination proceedings.

Amendments to PFC Act or PFC Regulations. There is no assurance that the PFC Act will not be repealed or amended or that the PFC Regulations will not be amended in a manner that would adversely affect the Authority's ability to collect and use PFC Revenues in an amount sufficient to deposit Available PFC Revenues for payment of principal and interest on the Bonds.

Collection of the PFCs. The ability of the Authority to collect sufficient PFCs depends upon a number of factors including the operation of the Airport by the Authority, the use of the Airport by Collecting Carriers, the efficiency and ability of the Collecting Carriers to collect and remit PFCs to the Authority and the number of enplanements at the Airport. The Authority relies upon the Collecting Carriers' collection and remittance of PFCs, and both the Authority and the FAA rely upon the Airlines' reports of enplanements and collection statistics.

If the numbers of enplaned passengers at the Airport is significantly below the numbers forecast by the Airport Consultant in projecting annual PFC Revenues, if the collection fees retained by the Collecting Carriers are increased or if the PFC Act is amended, the amount of PFC Revenues actually collected by the Authority each year will be less than the amount projected and accordingly, Available PFC Revenues may be less than the amount sufficient to enable the Authority to pay Debt Service on that portion of the Bonds issued to finance PFC Projects. In such event other Revenues would be required to pay Debt Service on that portion of the Bonds issued to finance PFC Projects. Such debt service can be included in the applicable airline rate base. On the other hand, if the number of annual enplanements is higher than initially projected or if the rate of PFCs is increased above the level described in "INFORMATION CONCERNING REVENUES - Passenger Facility Charges" herein, the Authority will collect PFC Revenues faster than initially forecast. The Authority will have to manage its PFC program carefully in such event and balance its expenditures with its collecting rates to ensure that sufficient Available PFC Revenues will be available in later years to pay debt service attributable to the Bonds.

The Authority's ability to pay the principal of, premium, if any, and interest on the Bonds, including the Series 2015A Bonds, depends, in part, upon the timely receipt by the Authority of PFC Revenues, and the amount of PFC Revenues received annually by the Authority depends largely upon the Authority's ability to implement and complete PFC Projects and upon the number of enplanements at the Airport each year. The level of enplanements, in turn, depends upon a number of economic and other factors that are not within the Authority's control. See "INFORMATION CONCERNING REVENUES - Passenger Facility Charges" herein for a description of the authority to impose and use PFCs.

No assurance can be given that PFC Revenues will actually be received in the amounts and at the times necessary to provide sufficient Available PFC Revenues in each relevant period, or to fund elements of the Authority's capital improvement program anticipated to be funded with PFC Revenues. The actual amount of PFC Revenues collected, and the rate of collection, will vary depending on the PFC level at the Airport and the actual number of eligible enplaned passengers at the Airport. If PFC Revenues received in any applicable period are less than

1.25 times Debt Service accruing in such period on Bonds allocated to financing PFC Projects, the shortfall will have to be provided from other sources of Revenues.

FAA Reauthorization and Federal Funding

In February 2012, the most recent authorization and funding for the FAA was approved under the FAA Modernization and Reform Act of 2012 (the "FAA Reauthorization Act") which was scheduled to expire on September 30, 2015. However, on September 29, 2015 the U.S. Congress passed, and on September 30, 2015 the President signed into law, an extension of the FAA Reauthorization Act through March 31, 2016 (the "2015 Extension").

The FAA Reauthorization Act retained the federal cap on PFCs at \$4.50 and authorized \$3.35 billion per year for AIP through federal fiscal year 2015, which is \$150 million per year less than the funding level for the preceding five years. The 2015 Extension provides \$1.675 billion in AIP funding, which is half of the \$3.35 billion per federal fiscal year provided under the FAA Reauthorization Act. The AIP provides federal capital grants to support airport infrastructure through 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). The Authority is unable to predict the level of AIP funding at this time. If there is a reduction in the amount of AIP grants awarded to the Authority for the Airport, it could: (i) increase by a corresponding amount the capital expenditures that the Authority would need to fund from other sources (including operating revenues, and Bond proceeds), (ii) extend the timing to complete certain projects, or (iii) reduce the scope of individual proposed projects or the overall program, or both. See "INFORMATION CONCERNING REVENUES - Federal Grants-In-Aid" herein for more information regarding federal grant funding received by the Authority.

Over the years, the authorization and funding for the FAA and various components of its operations have not been consistently approved on a long-term basis. Prior to approval of the FAA Reauthorization Act, Congress enacted more than 20 continuing resolutions which provided temporary funding for the FAA and its programs, similar to the 2015 Extension. Also during that time, the FAA endured a brief shutdown when a lapse in continuing authority terminated funding for non-essential operations. Failure of Congress to reauthorize the operating authority of the FAA, or adverse changes in the conditions placed on such authority, may have an adverse impact on Airport operations. There can be no assurance that Congress will enact and the President will sign a new comprehensive, long-term FAA reauthorization act before the 2015 Extension expires. Failure to adopt such legislation could have a material, adverse impact on U.S. aeronautical operations and the Airport, generally, as well as on the AIP grant program and other sources of federal funds.

Availability of Airline Financial and Operating Data

Certain of the Airlines or their parent corporations, are subject to the information reporting requirements of the Securities Exchange Act of 1934 (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 at Room 1024, Judiciary Plaza, 450 Fifth Street, NW, Washington, DC 20549, and at the SEC's

regional offices at the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, IL 60661 2511 and 233 Broadway, New York, NY 10279. Copies of these reports and statements also may be obtained from the Public Reference Section of the Commission at 450 Fifth Street, NW, Washington, DC 20549, at prescribed rates. 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. DOT. These reports are typically available at the websites of the individual airlines and 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 U.S. DOT at prescribed rates.

Neither the Authority, nor the Underwriters undertake any responsibility for and make no representations as to the accuracy or completeness of the content of information available from the SEC or the U.S. DOT as discussed in the preceding paragraph, including updates of such information or links to other Internet sites accessed through the SEC's website.

Effect of Airline Bankruptcies

Since 2001, several airlines with operations at the Airport have filed for and have subsequently emerged from bankruptcy protection, including United Airlines, Continental Airlines, Delta Air Lines, US Airways, and American Airlines. Additional bankruptcies, liquidations or major restructurings of other airlines could occur. The Authority's stream of payments from a debtor airline could be interrupted to the extent of unpaid fees for pre-petition goods and services, including accrued rent and landing fees. The Authority actively monitors past due balances to minimize any potential losses due to such proceedings, aggressively pursues overdue amounts and bankruptcy claims, and includes an allowance for uncollectible debts in its landing fee and terminal rental rates.

Structural Changes in the Travel Market

Many factors have combined to alter consumer travel patterns. The threat of terrorism against the United States remains high. As a result, the federal government has mandated various security measures that have resulted in new security taxes and fees and longer passenger processing and wait times at airports. Both add to the costs of air travel and make air travel less attractive to consumers relative to ground transportation, especially to short-haul destinations. Additionally, consumers have become more price-sensitive. Capacity reductions by the Airlines which improve airline profitability have reduced seat availability resulting in higher fares. In addition, the availability of fully transparent price information on the internet now allows quick and easy comparison shopping, which has changed consumer purchasing habits. Consumers have shifted from purchasing paper tickets from travel agencies or airline ticketing offices to purchasing electronic tickets over the internet. 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 video-conferencing.

Forward Looking Statements

This Official Statement contains certain "forward-looking statements" concerning the Authority's operations, performance and financial condition, including the Authority's future economic performance, plans and objectives and the likelihood of success in developing and expanding the Airport. These statements are based upon a number of assumptions and estimates which are subject to uncertainties, many of which are beyond the control of the Authority. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

LITIGATION

There is not now any litigation pending or, to the knowledge of the Authority, threatened, which if successful would have the effect of restraining or enjoining the issuance or delivery of the Series 2015A Bonds or questioning or affecting the validity of the Series 2015A Bonds or the proceedings and authority under which they are to be issued. The Authority is currently engaged in certain litigation, the outcome of which would not be expected to have any material adverse effect on the issuance and delivery of the Series 2015A Bonds or any of the revenues pledged to the payment thereof. In addition, the Authority is currently engaged in the litigation noted below:

Litigation with VIAD Corp. and Aircraft Service International, Inc. This litigation relates to insurers' denial of coverage with respect to the costs of the assessment and remediation of environmental contamination on Airport property that was originally leased to Aircraft Service International, Inc. ("ASII") from 1984 to 1999, and subsequently, since 1999 has been leased to Galaxy Aviation ("Galaxy"), through an assignment from ASII, who in turn subleased a portion of the premises at issue back to ASII. Specifically, ASII and VIAD Corp. ("VIAD") have filed a complaint against Lloyd's of London Insurance Company ("Lloyds") and Royal Surplus Lines ("Royal") relating to these insurers' denial of coverage for the costs of the environmental contamination cleanup. The Authority is included in ASII and VIAD's claim against Lloyds and Royal as an interested party due to its potential status as an additional insured under the Lloyd's and Royal's insurance policies. The Authority has filed an eight-count counterclaim against VIAD, ASII and Galaxy which states that VIAD, ASII and Galaxy, in accordance with each entity's current or past leases with the Authority, are responsible for and have failed to clean up the contamination and indemnify and defend the Authority from any action in relation thereto. Additionally, the Authority has filed a cross claim against Lloyds and Royal wherein it states that Lloyds and Royal have a duty under the policies in which the Authority is an additional insured to indemnify and defend the Authority in relation to this suit. The action has been stayed pending investigation of the extent and costs of the environmental cleanup. At this point in the litigation the costs associated with environmental cleanup are unknown due to uncertainties associated with the remediation. The assessment and remediation of the environmental contamination has been on-going for several years. To date VIAD and ASII have paid the costs of the contamination assessment and have been paying the cost of the remediation efforts that have been incurred on the Authority's property, which is consistent with the lease agreements

under which ASII and Galaxy leased the subject property and with the Authority's demands in its counterclaims. At this time, the Authority is unable to provide an assessment as to the outcome of this controversy or whether it may have a material financial impact on the Authority.

Claim by Walbridge Construction Company. Walbridge Construction Company ("Walbridge"), as the general contractor for the project involving the optimization of Pods "C" and "D" of the Airport's baggage handling system, has raised a delay and impact claim. Walbridge's claim alleges the delay arose due to unforeseen conditions, City inspections and code requirements, owner-caused schedule delays and errors and omissions in the design plans and specifications, and includes claims from subcontractors which are still subject to review and certification. The Authority previously terminated the Pod "C" portion of the baggage handling system from the scope of work under the Authority's contract with Walbridge, on a termination for convenience basis. Therefore, the controversy also involves determining the amount of credit due to the Authority with respect to the Pod "C" removal and the corresponding schedule adjustment. Walbridge alleges that the claim involves approximately \$8.35 million in controversy (minus \$1.1 million which is Walbridge's assessment of the Pod "C" credit due to the Authority). However, Walbridge has not yet presented a final, contractually-compliant claim; thus the total value of this claim is difficult to discern. The Authority vigorously contests the claim, including that the claim was properly and timely presented in accordance with the contract documents, that the claim (or parts thereof) has been resolved by prior change orders, and contests the underlying facts raised by Walbridge. The parties have agreed to submit all claims to an alternative, non-binding dispute resolution process prior to litigation. At this time, the Authority is unable to provide an assessment as to the outcome of this controversy or whether it may have a material financial impact on the Authority.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), contains a number of requirements and restrictions which apply to the Series 2015A Bonds, including investment restrictions, a requirement of periodic payments of arbitrage profits to the Treasury of the United States of America, requirements regarding the timely and proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Authority has covenanted to comply with all requirements of the Code that must be satisfied in order for the interest on the Series 2015A Bonds to be excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause interest on the Series 2015A Bonds to be included in gross income retroactive to the date of issuance of the Series 2015A Bonds.

Subject to the condition that the Authority will comply with the pertinent requirements of the Code, in the opinion of Co-Bond Counsel, under present law, (a) interest on the Series 2015A Bonds is excluded from the gross income of the holders thereof for federal income tax purposes, except that such exclusion shall not apply during any period while a Series 2015A Bond is held by a "substantial user" of the facilities financed or refinanced by the Series 2015A Bonds or a "related person" within the meaning of Section 147(a) of the Code and (b) interest on the Series

2015A Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

As to questions of fact material to the opinion of Co-Bond Counsel, Co-Bond Counsel will rely upon representations and covenants made on behalf of the Authority in the Bond Resolution, other finance documents, certificates of appropriate officers of the Authority and certificates of public officials (including certifications as to the use of Series 2015A Bond proceeds and of the property refinanced thereby), without undertaking to verify the same by independent investigation.

The Code contains numerous provisions which could affect the economic value of the Series 2015A Bonds to certain Series 2015A Bondholders. Prospective Series 2015A Bondholders, however, should consult their own tax advisors with respect to the impact of such provisions on their own tax situations.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2015A Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2015A Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2015A Bonds to the Treasury of the United States of America. Noncompliance with such provisions may result in interest on the Series 2015A Bonds being included in gross income for federal income tax purposes retroactive to their date of issuance.

Collateral Tax Consequences

Except as described above, Co-Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Series 2015A Bonds. Prospective purchasers of Series 2015A Bonds should be aware that the ownership of Series 2015A Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2015A Bonds may result in collateral tax consequences to various types of corporations relating to (a) denial of interest deduction to purchase or carry such Series 2015A Bonds, (b) the branch profits tax, and (c) the inclusion of interest on the Series 2015A Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2015A Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2015A BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES REFERRED TO ABOVE. PROSPECTIVE BONDHOLDERS SHOULD CONSULT WITH THEIR TAX ADVISORS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2015A Bonds may be subject to state or local income taxation under applicable state or local laws in some jurisdictions. Purchasers of the Series 2015A Bonds

should consult their own tax advisors as to the income tax status of interest on the Series 2015A Bonds in their particular state or local jurisdiction.

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2015A Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alterations of federal tax consequences may have affected the market value of obligations similar to the Series 2015A Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2015A Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2015A Bonds. For example, proposals have been discussed from time to time in connection with jobs programs, deficit spending reduction and tax reform efforts that could significantly reduce the benefit of, or otherwise affect the exclusion from gross income of, interest on obligations such as the Series 2015A Bonds. The further introduction or enactment of one or more of such proposals could affect the market price or marketability of the Series 2015A Bonds.

Tax Treatment of Original Issue Discount

The initial offering price of the Series 2015A Bonds maturing on October 1, 2040 with an interest rate of 4.000% (the "Discount Bonds") is less than the stated principal amounts thereof. Under the Code, the difference between the principal amount of the Discount Bonds and the initial offering price to the public (excluding bond houses and brokers) at which price a substantial amount of such Discount Bonds of the same maturity was sold, is "original issue discount." Original issue discount represents interest which is excluded from gross income; however, such interest is taken into account for purposes of determining the alternative minimum tax imposed on corporations and accrues actuarially over the term of the Discount Bond at a constant interest rate. A purchaser who acquires a Discount Bond in the initial offering at a price equal to the initial offering price thereof set forth on the cover page of this Official Statement will be treated as receiving an amount of interest excludable from gross income for federal income tax purposes equal to the original issue discount accruing during the period such purchaser holds such Discount Bond and will increase its adjusted basis in such Discount Bond by the amount of such accruing discount for the purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds. The federal income tax consequences of the purchase, ownership and sale or other disposition of Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Prospective purchasers of Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon the sale or other disposition of Discount Bonds and with respect to the state and local tax consequences of owning and disposing of Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2015A Bonds maturing October 1, 2016 through and including October 1, 2025 (the "Non-Callable Premium Bonds") and the Series 2015A Bonds maturing October 1, 2026 through and including October 1, 2045

(but excluding the Series 2015A Bonds maturing on October 1, 2040, with an interest rate of 4.000%) (the "Callable Premium Bonds" and together with the Non-Callable Premium Bonds the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Non-Callable Premium Bond and to the first call date in the case of the Callable Premium Bonds. For the purposes of determining gain and loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for the purposes of determining various other tax consequences of owning such Premium Bonds. Owners of Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2015A Bonds and the issuance thereof by the Authority are subject to the approval of Nabors, Giblin and Nickerson, P.A., Tampa, Florida, and D. Seaton and Associates, Orlando, Florida as Co-Bond Counsel. The proposed form of the opinions of Co-Bond Counsel is attached hereto as Appendix F. The actual legal opinions to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinions will speak only as of their date and subsequent distribution thereof by recirculation of the Official Statement or otherwise shall create no implication that Co-Bond Counsel has reviewed or expresses any opinions concerning any of the matters referenced in the opinions subsequent to their date.

Co-Bond Counsel has not been engaged to, nor have they undertaken to review (a) the accuracy, completeness or sufficiency of this Official Statement or any other offering material relating to the Series 2015A Bonds, or (b) the compliance with any federal or state law with regard to the sale or distribution of the Series 2015A Bonds, except that Co-Bond Counsel will state to the Underwriters and the Authority at closing, that they have reviewed the information in the sections hereof entitled "DESCRIPTION OF THE SERIES 2015A BONDS," "SECURITY FOR THE SERIES 2015A BONDS," and "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION" herein and in "APPENDIX B - AIRPORT FACILITIES REVENUE BOND RESOLUTION" and "APPENDIX C - FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION" attached hereto, and to the extent such statements purport to summarize certain provisions of the Bond Resolution and the Consent Amendments, such statements are fair and accurate summaries of the provisions purported to be summarized. Co-Bond Counsel will also state they have reviewed the information under the caption "TAX MATTERS" and that the statements contained therein are accurate.

Certain legal matters will be passed on for the Authority by Broad and Cassel, Issuer's Counsel to the Authority and, Greenberg Traurig, P.A., Orlando, Florida, and Ruye H. Hawkins, P.A., Orlando, Florida, Co-Disclosure Counsel. Certain legal matters in connection with the Series 2015A Bonds will be passed on for the Underwriters by their counsel, Foley & Lardner LLP, Orlando, Florida, upon which only the Underwriters may rely.

CONTINUING DISCLOSURE

To assist the Underwriters in complying with the Rule, simultaneously with the issuance of the Series 2015A Bonds, the Authority will enter into a Continuing Disclosure Agreement with DAC, as initial dissemination agent, under which the Authority will provide continuing disclosure with respect to the Series 2015A Bonds, substantially in the form attached hereto as "APPENDIX G - FORM OF CONTINUING DISCLOSURE AGREEMENT." The Authority, as an "obligated person" under the Rule, has covenanted in the Continuing Disclosure Agreement to provide certain financial information and operating data relating to the Airport System and the Series 2015A Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of certain enumerated events, when and if they occur, shall be timely filed by DAC, on behalf of the Authority with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system. The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the Authority's undertaking are more fully described in "APPENDIX G - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. Notwithstanding any other provision of the Bond Resolution, failure of the Authority to comply with such Continuing Disclosure Agreement shall not be considered an event of default under the Bond Resolution. To the extent permitted by law, the sole and exclusive remedy of any Holder of the Series 2015A Bonds for the enforcement of the provisions of the Continuing Disclosure Agreement shall be an action seeking mandamus or specific performance by court order to cause the Authority to comply with its obligations under the Continuing Disclosure Agreement.

The following disclosure is being provided by the Authority for the sole purpose of assisting the Underwriters in complying with the Rule: The Authority previously entered into continuing disclosure undertakings, as an "obligated person" under the Rule (the "Undertakings"). In the previous five year period beginning on September 18, 2010 and ending on September 18, 2015 (the "Compliance Period"), the Authority has knowledge of its failure to comply with the following provisions of the Undertakings: (a) the Authority filed the annual report for two series of bonds on March 31, 2014 in response to an Undertaking requiring the report to be filed within 180 days after the end of the fiscal year, which was actually March 29, 2014, (b) the Authority failed to provide certain annual financial information and operating data in its annual filings as such information was previously presented in the applicable offering documents, and (c) the Authority failed to file material event notices regarding publicized rating changes for bond insurers providing municipal bond insurance policies on various Authority bonds, and failed to file certain notices of such failures to timely file certain annual financial information. It is possible the Authority has failed to comply with other Undertakings of similar or different types within the Compliance Period, but the Authority is not aware of any such failures.

RATINGS

Standard & Poor's Ratings Services, a part of McGraw-Hill Financial ("S&P"), Fitch Inc. ("Fitch") and Moody's Investors Service, Inc. ("Moody's," and collectively with S&P and Fitch, the "Rating Agencies") have assigned ratings of "AA-", "AA-" and "Aa3," respectively, to the Series 2015A Bonds. Such ratings reflect only the views of said Rating Agencies at the time such ratings were issued and an explanation of the significance of such ratings may be obtained only from said Rating Agencies. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such Rating Agencies, or any one of them, if in their judgment circumstances so warrant. Any such downward revision or withdrawal of such rating can be expected to have an adverse effect on the market price of the Series 2015A Bonds. The Authority has not undertaken any obligation to oppose any proposed downward revision, or withdrawal of such ratings.

UNDERWRITING

J.P. Morgan Securities LLC, on its own behalf and on behalf of RBC Capital Markets, LLC, Jefferies LLC, Loop Capital Markets LLC, Morgan Stanley & Co. LLC, Ramirez & Co., Inc., and Wells Fargo Bank, N.A. (collectively the "Underwriters") have agreed pursuant to that certain bond purchase agreement dated October 1, 2015, by and between the Authority and the Underwriters that the aggregate purchase price of the Series 2015A Bonds payable to the Authority is \$236,201,946.12 (\$214,450,000.00 principal amount, plus net bond premium of \$22,601,895.60 and less Underwriters' discount of \$849,949.48). The Underwriters are committed to purchase all the Series 2015A Bonds, if any are purchased. The Series 2015A Bonds are offered for sale to the public at the prices derived from the yields set forth on the inside cover page of this Official Statement. The Series 2015A Bonds may be offered and sold to certain dealers (including dealers depositing Series 2015A Bonds into investment trusts) at prices lower than such offering prices, and such public offering prices may be changed, from time to time, by the Underwriters. J.P. Morgan Securities LLC and RBC Capital Markets, LLC are joint book-running senior managing underwriters for the Series 2015A Bonds.

The following information has been provided by certain of the Underwriters for inclusion in the Official Statement.

Certain of the Underwriters and their respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, certain of the Underwriters and their respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). Certain of the Underwriters and their respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Authority. Certain of the Underwriters and their respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. Certain of the Underwriters and their respective affiliates may also communicate independent investment

recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Authority.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series 2015A 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 2015A Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2015A Bonds that such firm sells.

Jefferies LLC ("Jefferies"), an Underwriter of the Series 2015A Bonds, has entered into an agreement (the "E*Trade Agreement") with E*TRADE Securities LLC ("E*TRADE") for the retail distribution of municipal securities. Pursuant to the E*Trade Agreement, Jefferies will sell Series 2015A Bonds to E*TRADE and will share a portion of its selling concession compensation with E*TRADE.

Loop Capital Markets LLC ("LCM"), one of the Underwriters of the Series 2015A Bonds, has entered into distribution agreements (each a "Distribution Agreement") with each of UBS Financial Services Inc. ("UBSFS"), Deutsche Bank Securities Inc. ("DBS") and Credit Suisse Securities USA LLC ("CS") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Distribution Agreement, each of UBSFS, DBS and CS will purchase the Series 2015A Bonds from LCM at the original issue prices less a negotiated portion of the selling concession applicable to any Series 2015A Bonds that such firm sells.

Morgan Stanley, parent company of Morgan Stanley & Co. LLC, one of the Underwriters of the Series 2015A Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2015A Bonds.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association. Wells Fargo Bank, National Association ("WFBNA"), one of the underwriters of the Series 2015A Bonds, has entered into an agreement (the "WF Distribution Agreement") with its affiliate, Wells Fargo Advisors, LLC ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2015A Bonds. Pursuant to the WF Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2015A Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2015A Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

FINANCIAL STATEMENTS

The Authority's financial statements for the Fiscal Years ended September 30, 2013 and 2014, included in Appendix E attached hereto, have been audited by Moore Stephens Lovelace, P.A., as stated in their report included in Appendix E attached hereto. Moore Stephens Lovelace, P.A., the Authority's independent auditor, has not been engaged to perform and has not performed, since the date of its report included in Appendix E any procedures on the financial statements addressed in that report. Moore Stephens Lovelace, P.A., also has not been engaged to perform and has not performed any procedures relating to this Official Statement.

CO-FINANCIAL ADVISORS

Raymond James & Associates, Inc., Winter Park, Florida, Frasca & Associates, LLC, New York, New York, and National Minority Consultants, Inc., Winter Park, Florida, serve as co-financial advisors to the Authority (collectively, the "Co-Financial Advisors"). Although the Co-Financial Advisors assisted the Authority in the preparation of this Official Statement, and in other matters relating to the planning, structuring and issuance of the Series 2015A Bonds and provided other advice, the Co-Financial Advisors are not obligated to undertake and have not undertaken to make an independent verification of the accuracy, completeness or fairness of the information or statements contained in this Official Statement or the appendices hereto. The Co-Financial Advisors did not engage in any underwriting activities with regard to the sale of the Series 2015A Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that the Authority and the City make full and fair disclosure of any bonds or other debt obligations of such entities that have been in default as to payment of principal or interest at any time after December 31, 1975. Neither the Authority nor the City are presently and, since December 31, 1975, neither the Authority nor the City have been in default as to payment of principal or interest on any bonds or other debt obligations they have issued, whether as the principal obligor or as a conduit.

MISCELLANEOUS

There are appended to this Official Statement the Report of the Airport Consultant (Appendix A), the Airport Facilities Revenue Bond Resolution (Appendix B), the form of the Proposed Amended and Restated Bond Resolution (Appendix C), the Rate Resolution and form of Revenue Sharing Agreement (Appendix D), the Audited Financial Statements and Report of the Independent Auditors thereon for the Fiscal Years ended September 30, 2013 and 2014 (Appendix E), the proposed form of Co-Bond Counsel Opinion (Appendix F), the proposed form of Continuing Disclosure Agreement (Appendix G) and the proposed form of Bondholder Consent to Consent Amendments (Appendix H). Such Appendices are integral parts of this Official Statement and should be read together with all other parts of this Official Statement.

Any statements made in this Official Statement involving matters of opinion or of estimates or forecasts, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or forecasts will be realized. Neither this Official Statement nor any statement which may have been made verbally or in writing is to be construed as a contract with the Holders of the Series 2015A Bonds.

**AUTHORIZATION OF AND CERTIFICATION
CONCERNING OFFICIAL STATEMENT**

This Official Statement has been authorized and approved by the Authority. Upon the delivery of the Series 2015A Bonds, each of the undersigned will furnish a certificate on behalf of the Authority to the effect that, to the best of their knowledge, this Official Statement did not, as of its date, and does not as of the date of delivery of the Series 2015A Bonds, contain any untrue statement of a material fact or omit to state a material fact which should be included herein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in light of the circumstances under which they were made, not misleading.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: /s/ Frank Kruppenbacher
Frank Kruppenbacher, Chairman

By: /s/ Phil Brown
Phil Brown, Executive Director

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APPENDIX A

REPORT OF THE AIRPORT CONSULTANT

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September 18, 2015

Mr. Frank Kruppenbacher
Chairman
Greater Orlando Aviation Authority
Orlando International Airport
One Airport Boulevard
Orlando, FL 32827-4399

**Re: Report of the Airport Consultant, Greater Orlando Aviation Authority
Airport Facilities Revenue Bonds, Series 2015A, of the City of Orlando, Florida**

Dear Mr. Kruppenbacher:

We are pleased to submit this Report of the Airport Consultant on certain aspects of the proposed issuance of the Airport Facilities Revenue Bonds, Series 2015A (the 2015 Bonds) by the Greater Orlando Aviation Authority (the Authority), an agency of the City of Orlando, Florida (the City), for a portion of the costs of certain capital improvements (the 2015 Project) at Orlando International Airport (the Airport). This letter and the accompanying attachment and exhibits constitute our report.

The 2015 Bonds are being issued under the Airport Facilities Revenue Bond Resolution, the most recent codified version of which became effective July 31, 2015, as amended and supplemented from time to time and as specifically supplemented by the Supplemental Airport Facilities Revenue Bond Resolution which provides for the issuance of the 2015 Bonds, adopted by the Authority on September 16, 2015 (collectively the Bond Resolution).^{*} The Authority's Airport Facilities Revenue Bonds (Bonds) are secured by a pledge of and first lien on Revenues of the Airport System, including Available Passenger Facility Charge (PFC) Revenues. Capitalized terms in this report and not otherwise defined have the meanings given to such terms in the Bond Resolution or the preliminary official statement related to the 2015 Bonds.

The net proceeds of the 2015 Bonds, and certain investment earnings thereon, will be used to (1) finance a portion of the costs of the 2015 Project (as described below, (2) fund capitalized interest on the 2015 Bonds, (3) refinance certain draws on lines of credit, along with associated accrued interest as described below, and (4) pay certain costs of issuance of the 2015 Bonds. (Currently, there is sufficient balance in the Composite Reserve Subaccount to meet the Composite Reserve Requirement for the 2015 Bonds.)

The report presents our forecast of passengers enplaning at the Airport and evaluates the ability of the Authority to generate Net Revenues sufficient to satisfy the requirements of the Rate Covenant (defined below) for the forecast period FY 2015 through FY 2022 taking into account the Outstanding Bonds, the proposed 2015 Bonds, and future Bonds (as described below) estimated to be required to allow completion of the Authority's Capital Improvement Program. The Authority's Fiscal Year (FY) ends

^{*}As noted later, the "Trustee Amendments" became effective July 31, 2015, when the Trustee approved the changes. On September 16, 2015, the Authority approved the "Consent Amendments", which are expected to be approved by the City on September 21, 2015, and which are subject to future bondholder and other consent. By purchase of the 2015 Bonds, the holders thereof will have approved the Consent Amendments. At this time, the Authority anticipates receiving necessary bondholder consent to the Consent Amendments to become effective during FY 2018.

Mr. Frank Kruppenbacher
September 18, 2015

September 30. The forecast period for the Additional Bonds Test in the Bond Resolution extends three Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Additional Project* will be substantially complete, which is estimated to be FY 2018. Therefore, the forecast period for the Additional Bonds Test extends through FY 2021. However, due to the magnitude of the expected future Bonds and the associated capital improvements, at the direction of the Authority, this report extends through FY 2022 to reflect two full years beyond the expected completion of the South Terminal Complex (STC) as described below.

Airport System

The Airport is owned by the City of Orlando and is operated by the Authority as a self-supporting Enterprise Fund, under an agreement that was recently extended to September 30, 2065. The Airport is defined as the Airport System under the Bond Resolution. If the agreement with the City is not extended beyond 2065, the City is required to assume all obligations of the Authority, including the obligation to pay Bond debt service from the Revenues of the Airport System.

The Authority also operates the Orlando Executive Airport as a general aviation airport. The Orlando Executive Airport does not constitute a part of the Airport System and revenues derived from the operation of the Orlando Executive Airport are not pledged to payment of the Bonds.

The Airport ranked 15th among U.S. airports in terms of total enplaned passengers in CY 2014 and ranked 5th among U.S. airports in terms of the number of domestic origin-destination (O&D) passengers in FY 2014, after Los Angeles, New York (Kennedy), San Francisco, and Las Vegas based on Federal Aviation Administration (FAA) information, and ranked 43rd in the world based on the number of passengers during calendar year 2014 according to Airports Council International (ACI). The Airport is also the top-ranking airport in Florida in terms of both domestic enplaned passengers and domestic O&D passengers.

2013-2023 Planned Capital Projects

The Authority has defined a capital improvement program to accommodate existing and forecast passenger demand at the Airport that is based on recommendations in the Airport master plan approved by the Authority Board (the Board) in November 2014. The capital improvement program (CIP) consists of (1) the FY 2013-2018 CIP, (2) a new STC, and (3) future master plan projects to be undertaken in FY 2019-2023 (Future Master Plan Projects), which are defined below and collectively referred to as the 2013-2023 Planned Capital Projects. The estimated costs of the 2013-2023 Planned Capital Projects total \$3.1 billion, including allowance for inflation. The Authority also undertakes on an ongoing basis, in addition to the 2013-2023 Planned Capital Projects, major maintenance of assets referred to as Renewal and Replacement Projects.

The 2013-2023 Planned Capital Projects represents, to the Authority's best knowledge and belief at this time, all of the significant capital improvements expected to be undertaken through FY 2023. The Authority reassesses its capital needs at least annually and will modify the 2013-2023 Planned Capital Projects as necessary to accommodate demand-driven traffic activity, security needs, and other factors, which could result in increases or decreases to the 2013-2023 Planned Capital Projects, or extend or

*As set forth in the Bond Resolution, "Additional Project" means the project(s) being financed by the 2015 Bonds.

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accelerate the timing to complete certain projects. The Authority plans to continually evaluate construction on such future projects based on demand, cost and funding, as well as other factors.

The projects in the 2013-2023 Planned Capital Projects, their estimated costs, and the funding plan are described in the attachment and summarized in Table 22. Cost estimates were provided by the Authority and its consultants and include allowances for design, construction management, contingencies, and escalation.

FY 2013-2018 CIP. In FY 2013, the Authority embarked on a five-year capital improvement program to improve airfield, terminal, roadway, parking, and other facilities at the Airport. This FY 2013-2018 CIP was subsequently refined and adopted by the Authority in March 2015 to include projects developed to modify and expand the capacity of the existing North Terminal Complex (NTC), expedite international processing, and improve the overall travel experience. The capacity enhancements, renovations, and expansion for the NTC included in the FY 2013-2018 CIP are designed to increase the capacity limits of various NTC functional elements (e.g., gates, curb, security checkpoint, baggage, etc.) to 40-45 million annual passengers (MAP). The FY 2013-2018 CIP has an estimated cost of \$1.15 billion.

The objectives of the FY 2013-2018 CIP are to both upgrade existing facilities and create new facilities that will resolve growth constraints and meet the standard for excellence in customer service. Elements of the CIP include:

1. Maintain existing facilities to standards consistent with The Orlando Experience™*
2. Modify and expand facilities to increase the NTC capacity to 40-45 MAP
3. Improve international processing to accommodate growth
4. Increase multi-modal transportation access -- South Automated People Mover (APM) Complex

The South APM Complex along with the ITF will support future multi-modal travel connections in the vicinity of a planned future STC, described below, to provide greater connectivity to the region and the state and relieve congestion in the existing NTC. It will also be needed when the STC opens. The South APM Complex includes infrastructure improvements that could accommodate up to four rail systems.

The Authority's FY 2013-2018 CIP does not include the costs to design, permit, or construct the \$211 million Intermodal Transportation Facility (ITF), which is being constructed adjacent to the South APM Complex for future rail service to the Airport. The ITF station will be constructed by the Authority with funding from the Florida Department of Transportation.

South Terminal Complex. In 1997 the Authority received approval from the then-signatory airlines operating at the Airport to initiate design and construction of Phase I of a new STC, which was designed at that time to provide a building of approximately 800,000 square feet that could accommodate 12 widebody aircraft parking positions for both domestic and international operations. Certain enabling elements of the STC were constructed in the early 2000s. The Authority also received approval from the then-signatory airlines in 1999 as well as PFC approval from the FAA in 2002 (PFC 9) to move forward

*One of the stated goals of the Authority's strategic plan is to "exceed the expectations of the traveling public, with the collaboration of [the Authority's] airport partners and the community." This emphasis on delivering outstanding customer service is known as "The Orlando Experience™" and the phrase has been trademarked by the Authority.

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with construction of a new APM to connect the NTC with the proposed STC.* However, after the events of September 11, 2001, and resulting contractions in passenger traffic, the Authority reexamined its entire capital improvement program and responded by deferring selected projects, including the STC and APM. Subsequent enhancements to the NTC were undertaken by the Authority to expand the capacity of the NTC to postpone the need to construct the STC, which has continued to be an essential future facility in the Airport master plan.

In light of the rebound in passengers since 2013, including continued increases in international service (as described in the report), in May 2015 the Authority authorized staff to proceed immediately with procurement of professional services for design of Phase 1 of the STC and also revised the trigger to initiate STC construction from 40 MAP to 38.5 MAP on a cumulative 12-month rolling average for a period of six months. A second trigger of 2 million annual international passengers arriving and processed through the FIS had already been met. Phase I of the STC is currently estimated to cost \$1.8 billion and will include a 16-21 swing gate facility to accommodate both international and domestic air traffic.

The Authority estimates that passenger demand will require, following Board approval, the commencement of STC construction in FY 2016 with opening in October 2019.

Future Master Plan Projects (FY 2019-2023). In addition to the FY 2013-2018 CIP and the STC, the Authority is also contemplating other longer-term projects beyond FY 2018. Specifically, the master plan identifies a number of capital projects to be completed in the FY 2019-2023 timeframe. Although these other future projects have not been approved by the Board at this time, for the purpose of the financial forecasts, it was assumed that during the forecast period (through FY 2022) the projects included in the FY 2019-2023 timeframe would be implemented as currently contemplated by the Authority.

Funding sources for the 2013-2023 Planned Capital Projects. The Authority plans to fund the 2013-2023 Planned Capital Projects from a number of sources including FAA Airport Improvement Program (AIP) grants-in-aid, State of Florida grants-in-aid, Transportation Security Administration (TSA) grants, PFC pay-as-you-go revenues, previously issued Bonds, rental car Customer Facility Charges (CFCs), Authority funds, proceeds of the 2015 Bonds, the 2016 Bonds, Other Future Bonds, and Subordinated Indebtedness as described below. The Authority has FAA approval to fund portions of the South APM Complex with PFC revenues.

Estimated future debt service and operating expenses associated with the 2013-2023 Planned Capital Projects are incorporated in the financial forecasts.

Renewal and Replacement Program

In addition to 2013-2023 Planned Capital Projects discussed above, the Authority approves a budget for renewal and replacement (R&R) and capital expenditures on an annual basis. The Authority funds such capital expenditures with funds from the Discretionary Fund under the Bond Resolution. The amounts budgeted totaled approximately \$26.6 million in FY 2012, \$31.7 million in FY 2013, \$39.9 million in FY 2014, and \$65.9 million in FY 2015. It was assumed that beyond FY 2015, \$41.2 million per year would

*PFC 9 was initiated by the Authority in May 2001 and approved by the FAA on March 26, 2002. It included a number of projects in addition to the APM.

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September 18, 2015

be spent on renewal and replacement capital expenditures. The increase in FY 2015 reflects a one-time catchup of R&R projects due to deferrals in prior years.

The Authority expects that the projects included in the 2013-2023 Planned Capital Projects, in conjunction with the renewal and replacement projects, will provide Airport facilities necessary to satisfy future airline and passenger needs through the forecast period (FY 2022).

The 2015 Project

As shown on Exhibit A, the 2015 Project consists of:

1. ***Ticket Lobby Improvements*** - expansion of the ticket lobbies in Terminals A & B to incorporate new technology and provide greater capacity with an estimated cost of \$146.2 million. Construction is expected to start in October 2015 and substantial completion is expected to occur in December 2017.
2. ***Airside 4 Improvements*** - expansion of Customs and Border Protection (CBP) facilities, addition of international gates to accommodate larger aircraft, and renovation of restroom facilities with an estimated cost of \$114 million. Construction is expected to begin in November 2015 and substantial completion is expected to occur in September 2017.
3. ***Airsides 1 & 3 APM*** - train replacements for Airsides 1 & 3 with an estimated cost of \$90 million. Construction began in FY 2014 and substantial completion is expected to occur in March 2018.
4. ***South APM Complex*** - the APM System, APM Station, Parking Facility, and Roadway Systems to provide greater connectivity to the region and the state with an estimated cost of \$426.9 million. Construction began in FY 2015 and substantial completion is expected to occur in April 2017.

The estimated cost of the 2015 Project includes all soft costs and contingencies. As of August 14, 2015, construction contracts have been awarded for all four projects representing 15% for the Ticket Lobby Improvements, 28% for Airside 4 Improvements, 82% for Airsides 1 & 3 APM, and 78% for the South APM Complex of the value of the estimated costs of the respective projects. Exhibit A also shows associated sources of funding, including additional funding from future Bonds as described later.

Plan of Finance

The Authority plans to issue two series of Bonds to finance the 2015 Project as follows:

- The 2015 Bonds in October 2015 to finance the ticket lobby improvements, Airside 4 improvements, and a portion of the cost for the Airsides 1 & 3 APM train replacements.
- The 2016 Bonds in June 2016 to finance the remaining costs of the Airside 1 & 3 APM train replacements and the costs of the South APM Complex.

The Authority has financed portions of the costs of the 2015 Project on an interim basis using its lines of credit. The 2015 Bonds and 2016 Bonds will each provide proceeds to reimburse the Authority for the costs of the 2015 Project and associated interest expense on the lines of credit.

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2015 Bonds

Estimated Debt Service requirements for the proposed 2015 Bonds, which are presented in Exhibit C, were provided by Raymond James, the independent registered municipal advisor to the Authority, assuming an all-inclusive interest cost of 4.35%. The PFC-backed portion of the 2015 Bonds has a 30-year term with no capitalized interest and amortization starting in FY 2016. The non-PFC portion of the 2015 Bonds has a 30-year term with principal amortized over the 2019-2045 period and interest capitalized through March 2018. Approximately 68% of the proceeds of the 2015 Bonds are assumed to be allocated to the financing of PFC-eligible costs.

Proposed 2016 Bonds

As noted above, in addition to the 2015 Bonds, the Authority expects to issue Additional Bonds in June 2016 to complete the financing of the 2015 Project (the 2016 Bonds), of which approximately 57% of the proceeds are expected to be allocated to the financing of PFC-eligible costs.

Proposed Other Future Indebtedness

Regarding the financing of the STC and the Future Master Plan Projects, Raymond James assumed that the Authority would issue Additional Bonds in each of October 2016, 2017, 2018, and 2019 to finance portions of the construction of the STC as well as October 2019 to finance construction of the Future Master Plan Projects (collectively, the Other Future Bonds). Raymond James also assumed that the Authority would issue future Subordinated Indebtedness to finance portions of the construction of the STC in October 2017, 2018, and 2019 (Other Future Indebtedness and, together with the Other Future Bonds, Other Future Indebtedness)). It was assumed that 50% of the non-PFC-backed portion of the STC bonds would be issued as Subordinated Indebtedness and 50% as Other Bonds. The PFC-backed portion was assumed to be all Other Future Bonds. Estimated Debt Service requirements for the proposed Other Future Bonds and Other Future Indebtedness were provided by Raymond James.

Financing Assumptions

The interest rate assumptions for the 2015 Bonds and 2016 Bonds were developed by Raymond James using current AAA municipal yields as of August 10, 2015 plus an assumed yield spread based on similarly-rated airport transactions plus 25 basis points and 75 basis points, respectively, for the 2015 Bonds and 2016 Bonds. For the Other Future Bonds, interest rates were based on the 15-year average of the AAA municipal yields as of August 10, 2015, plus an assumed yield spread based on similarly-rated airport transactions for senior debt (with an additional 15 basis points of yield for Subordinated Indebtedness).

Airport Facilities Bond Resolution

The 2015 Bonds are being issued as Additional Bonds under the Bond Resolution. As of October 2, 2015, the principal outstanding on Bonds will be \$732,800,000 (after the October 1, 2015 principal payment). On June 24, 2015, the Authority adopted certain amendments to the Bond Resolution (Trustee Amendments), which took effect July 31, 2015, after the City of Orlando, the Trustee, and certain credit providers approved the changes following certain required changes and notifications. The Authority and City will also approve on September 16 and 21, respectively, certain other amendments (Consent Amendments), which are subject to required bondholder and other consents.

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The Trustee Amendments eliminated obsolete terms and modernized the Bond Resolution from the original resolution adopted June 13, 1978, as amended, and elevated the payment of Subordinated Indebtedness in the flow of funds.

The Consent Amendments include, among other things, substantive changes to certain definitions, the Additional Bonds test, the flow of funds, and the Rate Covenant, and the addition of a Released Revenues concept, along with numerous other changes to improve the Authority's flexibility and clarify the Authority's rights and obligations in a manner consistent with many modern bond resolutions. By purchasing the 2015 Bonds, holders have accepted the Consent Amendments.

At this time, the Authority anticipates receiving the requisite consent of the holders to the Consent Amendments during FY 2018. Accordingly, for purposes of the financial forecasts, it was assumed that the Consent Amendments would be in effect as of FY 2018. However, it is not possible to predict the actual timing for receipt of the requisite consent of bondholders, which could occur earlier than or subsequent to the currently anticipated timing. This would affect certain of the assumptions used to forecast debt service coverage under the Rate Covenant.

Revenues are generally defined as all income and revenues received by the Authority from the operation of the Airport, PFC revenues only to the extent they constitute Available PFC Revenues for the applicable period, and income from Special Purpose Facilities which are not pledged to the payment of obligations issued to finance such Special Purpose Facilities. Revenues do not include, among other things, grants-in-aid for capital projects or CFCs to the extent the CFCs are pledged to repay obligations issued to build rental car facilities.* Upon the implementation of the Consent Amendments to the Bond Resolution, Available Revenues (including Available PFC Revenues) that have been irrevocably committed pursuant to a Supplemental Resolution for the purpose of paying principal of or interest on Bonds can be disregarded and not included in calculating Debt Service. In addition, under the Consent Amendments, CFCs would be excluded from Revenues except to the extent that the Authority specifies them as Available CFC Revenues in a Supplemental Resolution.

Available PFC Revenues are the portion of PFC Revenues received by the Authority for PFC-eligible project costs financed with Bonds equal to 1.25 times the Debt Service accruing during an applicable period for Bonds issued to finance PFC projects. PFC revenues that are not Available PFC Revenues do not constitute Revenues and are not subject to the pledge and lien established by the Bond Resolution. Available PFC Revenues are deposited into the Revenue Fund each year and the 25% attributable to rolling coverage flows into the PFC Account in the Discretionary Fund at the end of each Fiscal Year, and then flows back to the PFC Fund. Under the Consent Amendments, Available PFC Revenues will no longer be included in Revenues, but instead be deducted from Debt Service in the amount of 100% of the allocable PFC-eligible Debt Service amount.

Operation and Maintenance Expenses (or O&M Expenses) consist of the Authority's expenses for operation, maintenance, repairs, ordinary replacement, and ordinary reconstruction of the Airport but

*CFCs are paid by rental car customers. Currently, all CFCs are pledged to repay the Special Purpose Facilities Taxable Revenue Bonds (Rental Car Facility Project) Series 2009, which were issued to build rental car facilities, through FY 2016. (The Series 2009 Bonds mature in FY 2017 and the FY 2017 debt service is payable from the debt service reserve.) The Authority intends to apply CFCs to pay project costs related to the proposed south parking garage in the South APM Complex at the Airport.

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do not include any capital cost or any allowance for depreciation or any operation or maintenance costs for non-Authority-owned Special Purpose Facilities.

In Section 711 of the Bond Resolution (the Rate Covenant), the Authority covenants that it will fix, prescribe, and collect fees and other charges for the use of the Airport so as to produce Net Revenues, after deposit into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund, and the Renewal and Replacement Fund, plus Supplemental Revenues, an amount at least equal to 1.25 times the Aggregate Debt Service on Outstanding Bonds for each Fiscal Year, and to pay all indebtedness, deposits, and liens payable out of Revenues or Available Revenues. At this time, the Authority has no plans to budget amounts for the Capital Expenditure Fund or Renewal and Replacement Fund.

For purposes of demonstrating compliance with the Rate Covenant, Debt Service is defined in the Bond Resolution to exclude the payment of principal of and interest on indebtedness for which funds are, or are reasonably expected to be, available for and which are irrevocably committed to make such payments, including any such funds in an escrow account or any such funds constituting capitalized interest.

PFC Program

The Authority has received approval from the FAA to collect and use PFCs under 16 applications for a total of \$2.8 billion in collection authority. Through September 30, 2014, total PFC Revenues received by the Authority, including investment earnings, totaled \$1.06 billion, of which \$863 million had been expended on approved project costs. The Authority is currently authorized to impose a PFC of \$4.50 per enplaned passenger at the Airport and expects to amend and/or blend its existing PFC applications and submit a new application for the STC (at the \$4.50 level) to maintain a collection level of \$4.50 per enplaned passenger throughout the forecast period.*

The 2015 Bonds when issued will be designated as issued to finance portions of the 2015 Project constituting a PFC project so that PFC revenues up to 1.25x debt service on a portion of the 2015 Bonds can be included in the calculation of Available PFC Revenues for purposes of the Bond Resolution.

Existing PFC-use approval is reflected in the financial forecasts presented in this report, including the authorization to use PFC revenues to pay a portion of the debt service attributable to the Outstanding Bonds (Series 2009C Bonds, Series 2010A/B Bonds, Series 2011A/B/C/D Bonds, Series 2012A Bonds), the 2015 Bonds, the 2016 Bonds, and the Other Future Bonds as well as for approved pay-as-you-go PFC expenditures. The Authority received FAA approval to impose and use a \$3.00 per enplaned passenger PFC for the South Airport APM Complex on July 11, 2014.

The Authority intends to apply for approval to impose and use PFCs to fund portions of the STC with PFCs and to designate certain PFC Revenues as Available PFC Revenues. PFC-use approval expected for future applications on both a pay-as-you-go basis and leveraged basis is also reflected in the financial forecasts presented in this report.

*The PFC level will decline to \$3.00 per enplaned passenger when total PFC revenues reach \$1.67 billion (estimated to occur in FY 2022) if the Authority does not amend and/or blend its current PFC applications.

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Airline Rate Resolution and Rate and Revenue Sharing Agreement

On October 16, 2013, the Authority adopted a resolution (the Rate Resolution) that (1) establishes the terms and conditions for airlines operating at the Airport, (2) establishes the methodology for setting certain airline rates and charges for the Airport, and (3) authorizes the Authority's Executive Director to enter into Letters of Authorization with airlines for the use and occupancy of terminal space at the Airport. Prior to the start of each Fiscal Year, the Authority establishes rates to be in effect for the subsequent Fiscal Year.

The documents underlying the airline ratemaking regime in the Rate Resolution include:

1. Rate Resolution
2. Rate Methodology
3. Operating Permit
4. Letter of Authorization (LOA)
5. Rate and Revenue Sharing Agreement
6. Authority Policies and Procedures

Together these documents take the place of the previous Airline-Airport Lease and Use Agreement.

Each commercial service airline operating at the Airport is required to execute an Operating Permit and is offered the opportunity to execute a LOA to commit to certain exclusive or preferential space and obtain the benefit of rates that are calculated on a square footage basis (i.e., fixed monthly charge for assigned space). LOAs are also available to airlines wishing to rent space other than holdrooms, ticket counters, bag make-up, and apron areas. Space (other than Exclusive Premises) not subject to an LOA may be used by the airline on a common use basis, but is charged on a per-turn fee or other activity basis.

The Rate Resolution, Rate Methodology, Operating Permits, and LOAs set forth the (1) the applicable rates and charges for airline use of airfield and terminal facilities at the Airport; (2) the space, if any, assigned to each airline on an exclusive or preferential use basis for its use; (3) the timing and manner of required payments of rates and charges; and (4) other applicable operating conditions and requirements at the Airport.

The calculation of Landing Fees is based on a cost center residual method that credits to the Airfield Cost Center non-airline Revenues derived from Airfield use. The calculation of the Terminal Premises Rate is based upon a commercial compensatory method that allocates to the Airlines the cost of the space they use plus their proportionate share of the costs of non-rentable Terminal space. The Authority intends to equalize the terminal rental rates between the NTC and STC such that the capital and operating costs of both facilities are included in a single rate base. The Authority's compensatory rate methodology is designed to recover from the air carriers using the Airport their fairly allocated share of Airport costs in accordance with U.S. DOT policy and applicable law.

Under the Rate and Revenue Sharing Agreement, airlines that (a) commit to the preferential assignment of at least one gate and associated space through September 30, 2016, and (b) agree not to challenge the rate methodology set forth in the Rate Resolution and not to finance or otherwise participate in any

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challenge of the rate methodology for FY 2014 through FY 2016, are entitled to obtain the benefits of revenue-sharing (the Participating Airlines). As set forth in the Rate and Revenue Sharing Agreement, Net Shared Revenues are equal to (a) all Revenues generated by the operation of the Airport for a Fiscal Year (excluding Revenues generated from Airport Exclusive Revenue Sources) less (b) all Debt Service and Operating Expenditures (including Operating Reserve Requirements) in excess of \$45 million in FY 2014, \$50 million in FY 2015, and \$55 million in FY 2016.

The Authority has committed to not change the ratemaking methodology through FY 2016 subject to any changes that might be required by the U.S. Department of Transportation (USDOT), FAA, or court order.

In developing the financial forecasts, it was assumed that the ratemaking procedures under the Rate Resolution would remain in effect through the forecast period. Although the Authority has not entered into and Rate and Revenue Sharing Agreements with a term beyond FY 2016, the Authority has assumed that it would retain Net Shared Revenues up to \$75 million in each of FY 2017 and FY 2018 and \$100 million in FY 2019. Upon the opening of the STC, it was assumed that the Authority would retain all remaining net revenues.

Scope of Report

The report was prepared to address the ability of the Authority to meet the requirements of the Rate Covenant in the forecast period, FY 2015 through FY 2022, taking into account the Outstanding Bonds, the proposed 2015 Bonds, the 2016 Bonds, and the Other Future Bonds. In conducting our study, we analyzed:

- Future airline traffic demand at the Airport, giving consideration to the demographic and economic characteristics of the airport service region; historical trends in airline traffic; airline mergers and acquisitions; recent airline service developments and airfares; and other key factors that may affect future airline traffic.
- The status and estimated costs of the 2015 Project, the FY 2013-2018 CIP, the STC, and expected capital expenditures from FY 2019 - 2022 based on recommendations in the 2014 master plan.
- Estimated sources and uses of funds and associated annual Debt Service requirements of the 2015 Bonds, the 2016 Bonds, and the Other Future Indebtedness expected to complete the financing of the projects comprising the FY 2013-2018 CIP and the projected capital expenditures through FY 2022.
- The expected implementation of the Consent Amendments to the Bond Resolution amendments in FY 2018.
- Historical and estimated future PFC Revenues and the allocation by an Authorized Officer of the Authority of certain future Additional Bonds to the financing of PFC Projects.
- The Authority's intended use of PFC Revenues during the forecast period, including the payment of Debt Service and pay-as-you-go project expenditures.
- Historical relationships among revenues, expenses, and airline traffic for the Airport.

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- The facilities expected to be provided, as included in the 2013-2023 Planned Capital Projects, and other operational considerations affecting Airport revenues and expenses, including estimates of future O&M Expenses as prepared by R.W. Block, the Authority's construction finance consultant.
- O&M Expense projections for new facilities as provided by the Authority and R.W. Block Consulting, Inc., the Authority's construction finance consultant.
- Audited financial results for the Airport for FY 2014.
- The preliminary FY 2016 budget for the Authority and associated airline rates and charges.
- The ratemaking procedures under the Rate Resolution, Rate Methodology, Operating Permits, LOAs, and Rate and Revenue Sharing Agreement.
- Other contractual agreements relating to the use and lease of the Airport such as the operation of public automobile parking and other concession and service privileges; and the leasing of buildings and grounds.

We have relied upon the Authority and its engineering and construction consultants for estimates of project costs and construction schedules for the 2015 Project and other projects in the 2013-2023 Planned Capital Projects and the Authority's expected capital expenditures through FY 2022, and upon the Authority's independent registered municipal advisor (Raymond James) for the plan of debt finance and estimated debt service requirements for the proposed 2015 Bonds, the 2016 Bonds, and Other Future Indebtedness for financial modeling purposes.

We also identified key factors upon which the future financial results of the Airport may depend and, with Authority management, formulated assumptions about those factors. On the basis of those assumptions, we assembled the financial forecasts presented in the accompanying exhibits provided at the end of this report.

Forecast Debt Service Coverage and Rate Covenant Compliance

As shown in the table on the following page and Exhibit G at the end of the report, Net Revenues after required deposits to the Operation and Maintenance Reserve Account (i.e., Net Revenues available for debt service) are forecast to be at least 1.25 times the Aggregate Debt Service on the Outstanding Bonds, the 2015 Bonds, the 2016 Project Bonds, and the Other Future Bonds, which are collectively identified as "Bonds" in the table. Net Revenues available for debt service are also forecast to be sufficient to cover debt service on all Subordinated Indebtedness. These forecast results indicate compliance with the Rate Covenant during the forecast period.

Under the proposed Consent Amendments to the Bond Resolution, Available PFC Revenues to pay Debt Service would no longer be included in Revenues, but would be treated as an offset to Debt Service on Bonds. As indicated in the table on the following page, it was assumed that the Consent Amendments would become effective in FY 2018.

The proposed Consent Amendments to the Bond Resolution also permit the addition of Transfers to Net Revenues in computing the debt service coverage requirement. Transfers are limited to no more than

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25% of Debt Service payable in the Fiscal Year from amounts on deposit in the Discretionary Fund. Transfers are not included in the calculation of debt service on the table or in Exhibit G.

The 2015 Bonds are considered Additional Bonds under the Bond Resolution. We will separately provide, by documentation outside of this report, the information needed from the Airport Consultant pursuant to the Bond Resolution, which the Authority will use to demonstrate compliance with the test for the issuance of Additional Bonds. The Authority is expected to meet the requirements of the Additional Bonds Test.

FORECAST RATE COVENANT COMPLIANCE
Orlando International Airport
(in thousands, except coverage)
(for the 12 months ending September 30)

Fiscal Year	Net Revenues	Net Debt Service			Coverage	
	Available for Debt Service ¹	Bonds ²	Subordinated Indebtedness ³	Total	Bonds	All Indebtedness
	A	B	C	D = B + C	= A / B	= A / D
2015	\$ 203,472	\$ 105,803	\$ 7,194	\$ 112,997	1.92	1.80
2016	224,808	117,512	14,016	131,528	1.91	1.71
2017	256,865	140,717	8,846	149,563	1.83	1.72
2018	204,139	96,313	9,698	106,010	2.12	1.93
2019	209,433	84,278	9,753	94,031	2.49	2.23
2020	212,084	111,821	39,010	150,831	1.90	1.41
2021	212,587	112,902	39,093	151,995	1.88	1.40
2022	200,491	87,938	39,150	127,088	2.28	1.58

Source: Debt service: Greater Orlando Aviation Authority and Raymond James.
Net Revenues and coverage: LeighFisher.

Notes: 1. Includes Available PFC Revenues and is net of deposits to the O&M Reserve Account until the Consent Amendments to the Bond Resolution are implemented (estimated to occur in FY 2018).
2. Includes actual debt service on all Outstanding Bonds (through Series 2013A/B), and estimated debt service on the 2015 Bonds, the 2016 Bonds, and the Other Future Bonds (as provided by Raymond James), net of capitalized interest. Reflects the revised treatment of Available PFC Revenues as an offset to Debt Service instead of inclusion in Revenues when the Consent Amendments to the Bond Resolution are implemented (estimated to occur in FY 2018).
3. Includes all Subordinated Indebtedness, net of interest income on any Subordinated Bond Reserve Funds, including amounts expected to be issued for the STC. Also assumes the 1997B Subordinated Bonds are refinanced in FY 2016 with fixed rate bonds.

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Assumptions Underlying the Financial Forecasts

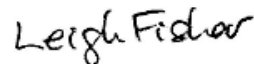
The forecasts in this report are based on information and assumptions that were provided by or reviewed with and agreed to by Authority management. The forecasts reflect Authority management's expected course of action during the forecast period through FY 2022 and, in Authority management's judgment, present fairly the expected financial results of the Airport. Those key factors and assumptions that are significant to the forecasts are set forth in the attachment, "Background, Assumptions, and Rationale for the Financial Forecasts." The attachment should be read in its entirety for an understanding of the forecasts and the underlying assumptions.

In our opinion, the underlying assumptions provide a reasonable basis for the forecasts. However, any forecast is subject to uncertainties. Inevitably, some assumptions will not be realized and unanticipated events and circumstances may occur. Therefore, there will be differences between the forecast and actual results, and those differences may be material. Neither LeighFisher nor any person acting on our behalf makes any warranty, express or implied, with respect to the information, assumptions, forecasts, opinions, or conclusions disclosed in the report. We have no responsibility to update this report to reflect events and circumstances occurring after the date of the report.

* * * * *

We appreciate the opportunity to serve as the Authority's Airport Consultant in connection with this proposed financing.

Respectfully submitted,



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Attachment

BACKGROUND, ASSUMPTIONS, AND RATIONALE
FOR THE FINANCIAL FORECASTS

Greater Orlando Aviation Authority

Orlando International Airport

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AIRLINE TRAFFIC ANALYSIS

This section provides a summary of existing Airport facilities, a description of the region served by the Airport, a description of the role of the Airport, the economic basis for airline traffic at the Airport, key factors affecting future airline traffic, and forecasts of enplaned passengers and aircraft landed weight.

AIRPORT FACILITIES

Orlando International Airport (the Airport or MCO) occupies approximately 13,430 acres of land on a site nine miles southeast of downtown Orlando in Orange County. The Airport has four north-south commercial aircraft runways and a midfield passenger terminal complex.

Airfield

Runway 17R/35L is 10,000 feet long, Runway 17L/35R is 9,000 feet long, and Runways 18L/36R and 18R/36L are both 12,000 feet long. All four runways have full instrumentation and lighting to permit all weather operations and are capable of handling all commercial aircraft currently in use, with Runway 18R/36L capable of accommodating the Airbus A380. The spacing between sets of parallel runways is adequate to allow triple simultaneous approaches under FAA instrument flight rules. The runways are supported by a network of taxiways, aprons, and hold areas. Three crossover taxiways connect the runways on either side of the terminal complex.

North Terminal Complex

The North Terminal Complex consists of the landside terminal, four airside buildings with associated aircraft parking aprons and connecting taxiways, automated people movers connecting the landside terminal to the airside buildings, an in-terminal hotel, a terminal roadway system with associated signage, ground level and structured parking for automobiles, rental car facilities, landscaping, a hydrant fueling storage and distribution system, a flood control bypass canal, and utilities and drainage.

The landside terminal and airside buildings provide approximately 3.5 million square feet of space, excluding the hotel, which comprises an additional 514,000 square feet. The north and south sides of the landside terminal are known as Terminals A and B, respectively. The airside buildings are known as Airsides 1, 2, 3, and 4.

Figure 1 shows the layout of the landside terminal, airside buildings, automated people movers, and garages in the North Terminal Complex. Areas to the south have been reserved for future development of the South Terminal Complex and will accommodate the South Airport Automated People Mover (APM) Complex and Intermodal Transportation Facility (ITF) that are under construction.

The landside terminal has 10 levels. Level 1 accommodates ground transportation functions, including staging and parking areas for buses, limousines, and taxis as well as a tunnel under the terminal roadway system to connect passengers to parking facilities. Level 2 accommodates arrival and baggage claim functions, including space for rental car and bus check-in counters. Level 3 accommodates airline ticketing and departure functions and most of the landside terminal space allocated to food/beverage and retail merchandise concessions.

Figure 1
NORTH TERMINAL COMPLEX LAYOUT – ORLANDO INTERNATIONAL AIRPORT



Source: Greater Orlando Aviation Authority.

A 445-room hotel with restaurants and conference facilities is an integral part of the landside terminal and is directly accessible from Level 3, the departure level. The hotel occupies Levels 4 through 10 on the eastern-most portion of the landside terminal. Except for the hotel areas, Levels 4 through 10 accommodate parking.

The landside terminal is connected by automated people movers to the four airside buildings. The airside buildings and aprons provide 93 contact aircraft gates for jet aircraft and associated passenger waiting areas, concessions, and airline operations space. Of the 93 jet aircraft gates, 60 gates are assigned on a preferential use basis to airlines signing Letters of Authorization (LOA) and the remaining gates are available for use on a per-turn basis. Federal Inspection Services (FIS) facilities are provided in airside buildings 1 and 4 and can accommodate international arrivals at 16 gates. Combined FIS throughput capacity can accommodate approximately 2,600 arriving

international passengers per hour. In addition to the 93 contact aircraft gates, the terminal apron provides aircraft parking for 16 commuter aircraft positions, and 27 remain-over-night (RON) spaces.

Roadway System and Public Parking Facilities

The North Terminal Complex is served by a three-level roadway system that provides access to separate enplaning, deplaning, and commercial vehicle curbsides on the north (Terminal A) and south (Terminal B) sides of the landside terminal at Levels 1, 2 and 3. Public parking spaces are located on levels 3 through 6 of the garages adjacent to the landside terminal.

There are 19,129 public parking spaces located on the Airport, including 8,949 garage spaces and 10,180 satellite (economy) parking spaces located at remote lots to the north and south of the North Terminal Complex.

Rental Car Facilities

Rental car ready/return stalls are located on levels 1 and 2 of the garages adjacent to the landside terminal. Adjacent to the garages at grade level (level 1) there are Quick Turnaround Areas (QTA) for stacking, cleaning, fueling, washing, and staging cars prior to moving them into the ready car spaces in the garage. Expanded rental car facilities opened on April 1, 2010.

Currently, five “companies” representing 10 brands of rental car companies, which collectively accommodate more than 95% of the Airport rental car market, operate on-Airport from the garages – (1) Avis Budget Group, LLC (Avis and Budget brands), (2) DTG Operations, Inc. (Dollar and Thrifty brands), (3) Enterprise Holdings (Enterprise, Alamo, and National brands), (4) The Hertz Corporation (Hertz brand), and (5) Advantage Opco, LLC (Advantage, and EZ Rent A Car brands). Off-Airport operators currently include Payless and some smaller specialty and local operators.

In addition to these facilities, both Avis Budget and Enterprise maintain support facilities on Hangar Boulevard and Cargo Road.

Ground Access

The Airport is served by a combination of state roads and interstates that allow for convenient access to Orlando and the major attractions. It can be accessed directly from the north or south using Jeff Fuqua Boulevard, which forms a loop around the Airport. On the north side of the Airport is SR 528 “Beachline Expressway” that connects to Interstate-4 (I-4) in the west, the Central Florida Greenway (SR 417 or Greenway) on the east, as well as Interstate-95 (I-95) on the East Coast. From the Airport I-4 is approximately 11 miles. I-4, which starts in Tampa, runs northeast and passes just west of downtown Orlando before ending near Daytona Beach. The Greenway forms a half loop around the City of Orlando and connects with I-4 southwest of the Airport, passes directly south of the Airport before turning north and passes just east of downtown Orlando. The Florida Turnpike passes the Greenway west of the Airport and has recently added an interchange that connects the Florida Turnpike and the SR 417. The Turnpike then continues northwest connecting with I-4 and continuing to the north to locations such as the Villages, Ocala and Gainesville. North of the Airport is Semoran Boulevard (SR 436) which heads directly north, passing through the eastern side of downtown Orlando. SR 436 is the most direct route to downtown Orlando, which is approximately nine miles northwest of the Airport.

Commercial Property Development and Other Facilities

The Authority has pursued aviation and commercial development of the Tradeport Drive corridor on the west side of the Airport, the Heintzelman Boulevard corridor on the east side of the Airport, and the Poitras property located south of the Airport. The Tradeport area comprises approximately 1,000 acres and the Heintzelman Boulevard corridor comprises approximately 440 acres. The Authority's 1,800-acre Poitras property is adjacent to the Lake Nona/Medical City campus. The Authority's commercial development property will allow it to participate in the continued economic growth of the region as described in the next section.

Facilities at the Tradeport include a long-term public parking lot, air cargo aircraft parking and cargo handling facilities, two fixed base operator facilities (Signature Flight Support and Atlantic Aviation), an aircraft fuel farm, aircraft maintenance hangars and shops, a U.S. Department of Agriculture inspection station, a regional U.S. Postal center, a United Airlines major maintenance facility, Federal Express sorting facility, Cessna Aircraft Company Citation Service Center, FlightSafety International pilot training simulation center, and a Foreign Trade Zone.

In the Heintzelman corridor, jetBlue Airways operates (1) a flight support campus for initial and recurring training for specialties including flight operations, flight attendant, technical operations and customer service crewmembers and (2) a three aircraft bay hangar for installation of airline in-seat digital entertainment systems and FAA-mandated maintenance and inspections on their aircraft. In March 2015, jetBlue opened its new lodge and training facility for jetBlue crewmembers visiting its Orlando Support Center situated in its jetBlue University campus at the Airport. Silver Airways opened a new maintenance headquarters at the Airport in March 2015 in a 38,000 square-foot maintenance, repair, and overhaul facility that includes two large aircraft hangars each capable of housing 3-4 aircraft plus office space.

AIRPORT SERVICE REGION

The Orlando-Kissimmee-Sanford Metropolitan Statistical Area (the MSA) encompasses one of the largest leisure and hospitality centers in the world. Seven of the top 10 U.S. theme parks, based on attendance, are located in the MSA. According to Visit Orlando, more than 62 million people visited the Orlando MSA in 2014, a new record for the U.S. travel industry, making Orlando the most visited destination in the nation.* The number of visitors to the State as a whole increased 5.1% in 2014 (from 93.7 million in 2013 to 98.9 million in 2014) and 6.2% during the first quarter of 2015 (to 28.4 million), according to VISIT FLORIDA.** The Airport Service Region is within a one-hour drive from the Port Canaveral cruise port and Atlantic Ocean beaches to the east and within a two-hour drive from the Tampa Bay area and Gulf Coast beaches to the southwest.

As shown in Table 1 and on Figure 2, the region served by the Airport consists of Lake, Orange, Osceola, and Seminole counties (the Orlando MSA). According to the U.S. Department of Commerce, Bureau of the Census, the population of the Orlando MSA was 2.3 million in 2014, accounting for about 12% of Florida's total population of 19.9 million. Orange County includes the City of Orlando and accounts for about 54% of the population of the Orlando MSA. Because economic growth and activity within this area stimulate a significant portion of passenger demand

*"Orlando Becomes First Destination to Surpass 60 million Visitors, Sets New Record for U.S. Tourism Industry", press release, April 9, 2015, www.orangecountyfl.net.

** News Release, "Gov. Scott: Florida Smashes All-Time Record Quarter for Tourism," May 15, 2015 s.

at the Airport, statistics for the Orlando MSA were used to evaluate certain long-term and future airline traffic trends at the Airport.

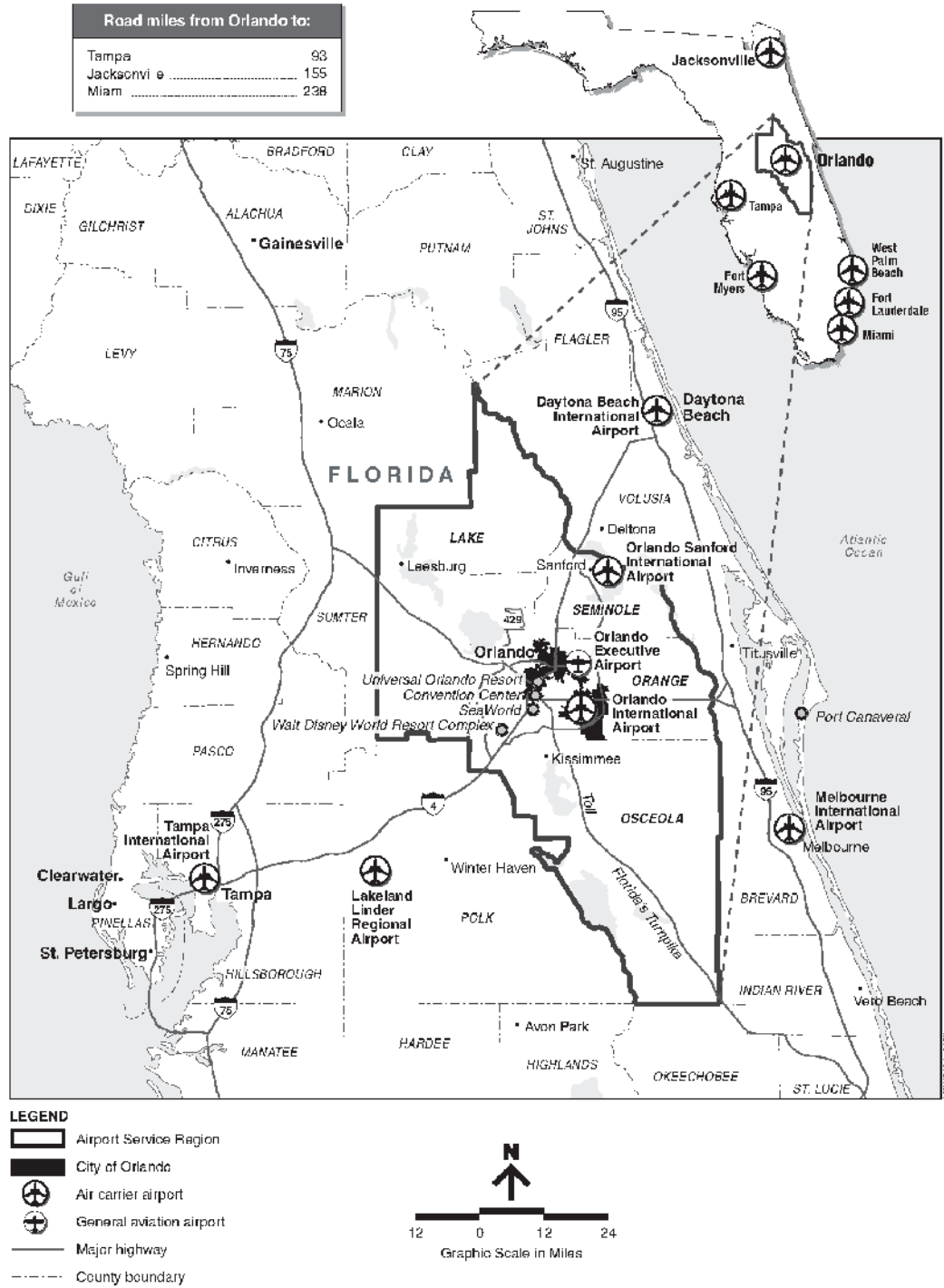
Table 1
POPULATION DISTRIBUTION IN THE ORLANDO MSA
2014

County	Population	Percent of total
Orange	1,253,001	54.0%
Seminole	442,516	19.1
Lake	315,690	13.6
Osceola	<u>310,211</u>	<u>13.4</u>
Total	2,321,418	100.0%

Source: U.S. Department of Commerce, Bureau of the Census, accessed April 2015, www.census.gov.

The Airport and Sanford International Airport are located within the Airport Service Region and accounted for 17.1 million and 1.0 million enplaned passengers, respectively, in FY 2014. Three other passenger airports located near Orlando, but outside the Airport Service Region, are Daytona Beach International Airport with 308,000 enplaned passengers in FY 2014, Melbourne International Airport with 214,000 enplaned passengers in FY 2014, and Lakeland Linder Regional Airport with no reported passengers in FY 2014. Given the limited airline service at these airports, none is considered a significant competitive threat to MCO.

Figure 2
AIRPORT SERVICE REGION



AIRPORT ROLE

Orlando International Airport is the second busiest airport in Florida (Miami is the busiest), with more than 17 million revenue enplaned passengers in FY 2014 (24% of all Florida passengers), as shown in Table 2. The seven busiest airports in Florida—Miami, Orlando, Fort Lauderdale, Tampa, Fort Myers, Palm Beach, and Jacksonville—together accounted for 92% of revenue passenger traffic at all Florida airports in FY 2014.

Table 2
REVENUE ENPLANED PASSENGERS AT FLORIDA AIRPORTS

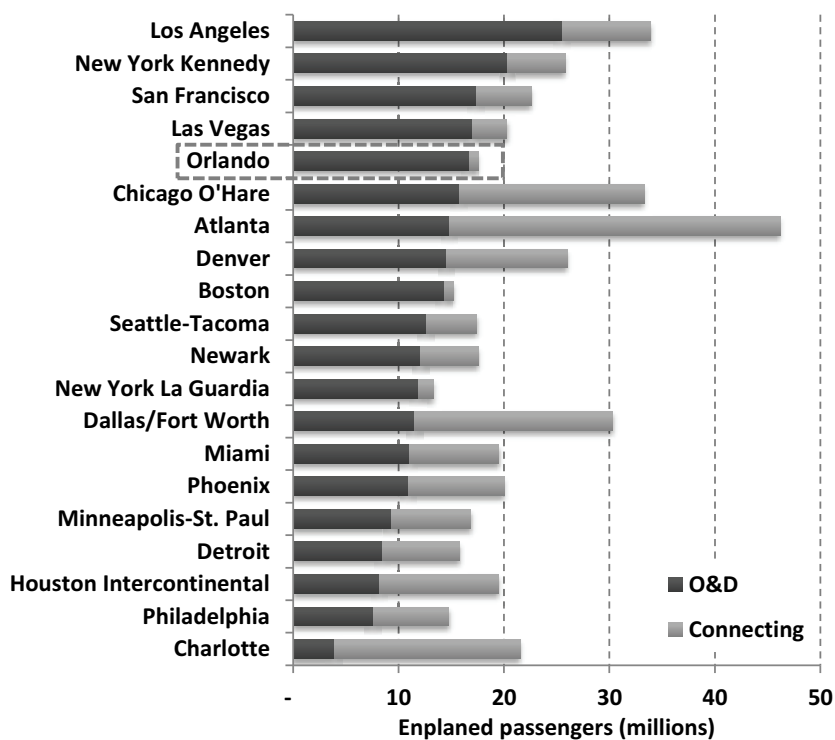
Airport	Enplaned passengers (thousands)			Compound annual percent increase (decrease)		
	FY 2000	FY 2010	FY 2014	2000 - 2010	2010 - 2014	2000 - 2014
Miami	16,271	16,728	19,468	0.3%	3.9%	1.3%
Orlando	14,075	16,699	17,053	1.7	0.5	1.4
Fort Lauderdale	7,306	10,575	11,724	3.8	2.6	3.4
Tampa	7,495	8,119	8,449	0.8	1.0	0.9
Fort Myers	2,415	3,656	3,896	4.2	1.6	3.5
Palm Beach	2,803	2,940	2,900	0.5	(0.3)	0.2
Jacksonville	<u>2,449</u>	<u>2,727</u>	<u>2,577</u>	1.1	(1.4)	0.4
Subtotal	52,815	61,443	66,066	1.5%	1.8%	1.6%
Other Florida airports	<u>3,490</u>	<u>4,025</u>	<u>5,507</u>	1.4	8.2	3.3
All Florida airports	56,305	65,468	71,573	1.5%	2.3%	1.7%

Note: For Fiscal Years ended September 30.

Source: U.S. Department of Transportation, Schedule T100, DOT Analyser, accessed April 2015.

In FY 2014, approximately 95% of passengers at MCO were origin-destination (O&D) passengers (i.e., these O&D passengers did not connect with another flight at the Airport); Miami had a lower share (62%) reflecting its role as a connecting hub for American Airlines. While certain hub airports such as Chicago-O'Hare, Atlanta, Denver, and Dallas-Ft. Worth report substantially more total passengers than the Airport, Orlando ranks higher in terms of the number of O&D passengers. In FY 2014, Orlando was the fifth busiest U.S. airport in terms of O&D passengers; only Los Angeles, New York-Kennedy, San Francisco, and Las Vegas reported more O&D passengers, as shown on Figure 3.

Figure 3
ORIGIN-DESTINATION AND CONNECTING PASSENGERS
AT 20 BUSIEST U.S. AIRPORTS IN FY 2014
Ranked by origin-destination passengers



Note: O&D = Origin-Destination passengers.

Sources: U.S. Department of Transportation, *Origin-Destination Survey of Airline Passenger Traffic, Domestic*, and Schedule T100, DOT Analyser databases, accessed April 2015.

ECONOMIC BASIS FOR AIRLINE TRAFFIC

The economy of the Orlando MSA is an important determinant of long-term passenger demand at the Airport. The development and diversity of the economic base of an airport service region are both important to passenger traffic growth at the airport serving that region. This is particularly true where the industries in the region rely on the airport for passenger and cargo service. The Orlando MSA is a national and international travel destination and a center of business and trade in Florida.

The following sections present a discussion of the economic basis for airline traffic at the Airport—historical and projected population, employment, and per capita personal income of the Orlando MSA; industry clusters, and the visitor industry—and a summary of the economic outlook for the United States, the State of Florida, and the Orlando MSA.

Population, Nonagricultural Employment, and Per Capita Personal Income

Table 3 presents comparative historical and projected trends in population, nonagricultural employment, and per capita personal income in the Orlando MSA, the State of Florida (the State), and the United States in 1990, 2000, and from 2008 through 2014. Also presented are projected growth rates for 2014 through 2022.

Population. As shown in Table 3, from 1990 through 2014, the population of the Orlando MSA increased an average of 2.6% per year, faster than growth rates for the State and the nation. The University of Central Florida (UCF) projects population in the Orlando MSA to increase an average of 2.3% per year between 2014 and 2022, faster than rates for the State and the nation.

Nonagricultural Employment. Following the trends in population, nonagricultural employment in the Orlando MSA increased an average of 2.7% per year between 1990 and 2014, faster than growth rates for the State and the nation, as shown in Table 3. Between 2000 and 2010, nonagricultural employment growth in the Orlando MSA slowed (an average increase of 0.9%), reflecting the effects of the national economic recessions in 2001 and 2008 through 2009. UCF projects nonagricultural employment in the Orlando MSA to increase an average of 2.5% per year between 2014 through 2022, faster than growth rates for the State and the nation.

Per Capita Personal Income. As shown in Table 3, per capita personal income (in 2014 constant dollars) in the Orlando MSA increased an average of 0.5% per year between 1990 and 2013 (the most recent year available), with decreases between 2000 and 2010 (an average decrease of 0.3% per year), reflecting the effects of two national economic recessions, the housing and real estate decline, and construction slowdown. Growth in the MSA's per capita personal income returned between 2010 through 2013, increasing an average of 0.2% per year. UCF projects per capita personal income (in 2014 constant dollars) in the Orlando MSA and the State to increase an average of 2.1% per year between 2014 through 2022, similar to that for the nation (2.2%).

Table 3
HISTORICAL AND PROJECTED SOCIOECONOMIC TRENDS
 Orlando MSA, State of Florida, and United States
 1990-2022

	Population (thousands)			Nonagricultural employment (thousands)			Per capita personal income in 2014 dollars		
	Orlando MSA	State of Florida	United States	Orlando MSA	State of Florida	United States	Orlando MSA	State of Florida	United States
Historical									
1990	1,241	13,033	249,623	580	5,363	109,527	33,810	36,126	35,472
2000	1,657	16,048	282,162	905	7,054	132,019	38,363	40,652	42,050
2010	2,140	18,852	309,347	993	7,173	130,275	37,406	41,774	43,583
2011	2,176	19,108	311,722	1,006	7,252	131,842	37,544	42,324	44,552
2012	2,226	19,355	314,112	1,032	7,397	134,104	37,800	42,318	45,575
2013	2,271	19,600	316,498	1,066	7,583	136,393	37,592	42,170	45,491
2014	2,321	19,893	318,857	1,110	7,825	139,042	n.a.	42,645	46,129
Projected									
2022	2,791	22,517	339,989	1,350	9,012	153,088	45,251	50,359	55,016
Percent increase (decrease)									
2010-2011	1.7%	1.4%	0.8%	1.3%	1.1%	1.2%	0.4%	1.3%	2.2%
2011-2012	2.3	1.3	0.8	2.6	2.0	1.7	0.7	0.0	2.3
2012-2013	2.0	1.3	0.8	3.3	2.5	1.7	(0.6)	(0.3)	(0.2)
2013-2014	2.2	1.5	0.7	4.2	3.2	1.9		1.1	1.4
Average annual percent increase (decrease)									
1990-2000	2.9%	2.1%	1.2%	4.6%	2.8%	1.9%	1.3%	1.2%	1.7%
2000-2010	2.6	1.6	0.9	0.9	0.2	(0.1)	(0.3)	0.3	0.4
2010-2014	2.1	1.4	0.8	2.8	2.2	1.6	0.2	0.5	1.4
1990-2014	2.6	1.8	1.0	2.7	1.6	1.0	0.5	0.7	1.1
2014-2022	2.3	1.6	0.8	2.5	1.8	1.2	2.1	2.1	2.2

n.a. = not available.

MSA = Metropolitan Statistical Area, consisting of Lake, Orange, Osceola, and Seminole counties.

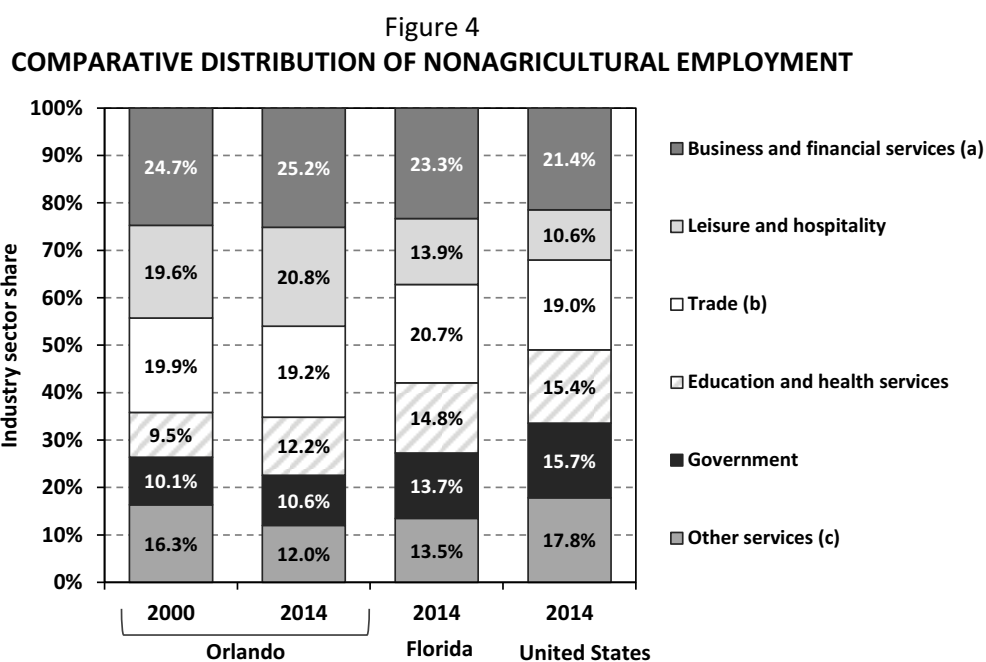
Sources: Historical population: U.S. Department of Commerce, Bureau of the Census, www.census.gov, accessed April 2015.

Historical employment: U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, accessed April 2015.

Historical income: U.S. Department of Commerce, Bureau of Economic Analysis, www.bea.gov, accessed April 2015. Adjusted to constant 2000 dollars using the U.S. Department of Labor, Consumer Price Index for Urban Consumers (1982-84 = 100), www.bls.gov.

Projected growth rates: University of Central Florida, College of Business Administration, Institute for Economic Competitiveness, *Florida and Metro Forecast, 2015-2018*, www.iec.ucf.edu, March 2015. Projections for 2022 were extrapolated by LeighFisher based on projected growth rates between 2015 and 2018.

Nonagricultural Employment by Industry Sector. Figure 4 shows a comparative distribution of nonagricultural employment by industry sector for the Orlando MSA in 2000 and in 2014, and for the State and the nation in 2014. The Orlando MSA's business and financial services sector accounted for the largest share of employment in 2014, with 25.2%. The leisure and hospitality sector, which incorporates hotels, restaurants, theme parks, and other attractions, is a mainstay of the local economy, accounting for 20.8% of the MSA's 2014 nonagricultural employment. The importance of leisure and hospitality to Orlando is evident by comparison to the shares of employees working in this sector in Florida (13.9%) and nationwide (10.6%) in 2014.



(a) Includes professional and business services, financial activity, and information.

(b) Includes transportation and public utilities.

(c) Includes manufacturing, mining and construction, and other services.

Source: U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, accessed April 2015.

Unemployment Rates. In addition to the employment trends cited above, the unemployment rate is also indicative of the general economic climate. Table 4 shows comparative annual unemployment rates in the Orlando MSA, the State, and the nation as a whole for 2000 through 2014. The unemployment rates in the Orlando MSA and the State have generally followed the trends in the nation. In 2008 through 2011, unemployment rates in the Orlando MSA, the State, and the nation increased considerably as a result of the national economic recession. Since 2011, Orlando MSA unemployment rates have decreased, to levels lower than the State and the nation.

Table 4
COMPARATIVE UNEMPLOYMENT RATES

	Orlando MSA	State of Florida	United States
2000	3.1%	3.7%	4.0%
2001	4.4	4.7	4.7
2002	5.8	5.6	5.8
2003	5.3	5.2	6.0
2004	4.6	4.6	5.5
2005	3.6	3.7	5.1
2006	3.2	3.2	4.6
2007	3.9	4.0	4.6
2008	6.1	6.3	5.8
2009	10.5	10.4	9.3
2010	11.2	11.1	9.6
2011	10.1	10.0	8.9
2012	8.6	8.5	8.1
2013	7.1	7.3	7.4
2014	5.9	6.3	6.2

Note: Unemployment rates are not seasonally adjusted and represent annual averages.

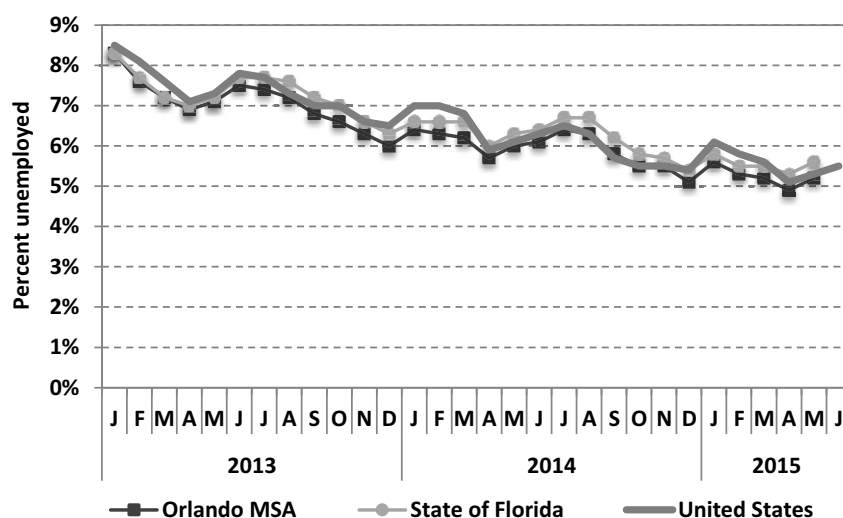
Source: U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, accessed April 2015.

Since 2013, monthly unemployment rates in the Orlando MSA, the State, and the United States have decreased, as shown on Figure 5. In May 2015, the Orlando MSA unemployment rate was 5.2%, lower than the State (5.6%) and the nation (5.3%).

Orlando MSA Top 20 Employers. The Walt Disney Company is, by a wide margin, the largest private employer in the MSA, with 74,000 employees at its four theme parks (Magic Kingdom, EPCOT, Animal Kingdom, and Hollywood Studios), hotels, water parks, and golf courses, as shown in Table 5. The hospitality and leisure industry is well-represented among the MSA's other top employers: Universal Orlando (19,000 employees), Darden Restaurants (6,419), SeaWorld Parks and Entertainment (6,032), Westgate Resorts (5,761), Rosen Hotels and Resorts (4,228), and Wyndham Worldwide (3,509).

Corporate headquarters tend to be important drivers of business travel demand. According to the Metro Orlando Economic Development Commission, the headquarters of 42 corporations are located in the Orlando MSA, including 7 of the top 20 employers shown in Table 5. In addition, 10 of the top 20 employers are listed on Fortune magazine's list of the top 500 U.S. corporations, ranked by revenues.

Figure 5
MONTHLY UNEMPLOYMENT RATES



Note: Unemployment rates are not seasonally adjusted.

Source: U.S. Department of Labor, Bureau of the Labor Statistics, www.bls.gov, accessed July 2015.

Industry Clusters

The Orlando MSA's major industries, in addition to leisure and hospitality, are business services, advanced technologies, film and digital media, life sciences and healthcare, and aviation, aerospace, and defense, according to the Metro Orlando Economic Development Commission. These industry clusters, or groups of companies that buy or sell to each other in the manufacture of goods for export from the area, are positioned to grow within the Orlando MSA.

Business Services. The Orlando MSA's business services industry cluster is led by 12,500 companies that employ 121,900 people, including financial services, customer support and back office, e-commerce, professional services and specialty firms. Leading business services companies in the Orlando MSA include BNY Mellon, Deloitte Consulting, JPMorgan Chase, The Hartford Financial Services Group, and Verizon Corporate Resources Group.

Advanced Technologies. The MSA is part of Florida's high-tech corridor that stretches from Sarasota on the Gulf coast and runs along I-4, across the center of the state, to Daytona Beach on the Atlantic coast. The Orlando MSA's advanced technology industry cluster is led by 190 companies that employ 5,300 people, including modeling, simulation and training, optics and photonics, smart sensors, cleantech and energy solutions, advanced materials, and emerging technology firms. Leading advanced technology companies in the Orlando MSA include L-3 Communications, Lightpath Technologies, Ocean Optics, Qualcomm Atheros, and Siemens. In addition, in October 2014, construction began on the Florida Advanced Manufacturing Research Center which will focus on the

integration of semiconductor-based processes and materials into future products including smart sensors and photonics devices.

Table 5
ORLANDO MSA TOP 20 PRIVATE EMPLOYERS

Employer	Product or service	Employees
Walt Disney World Resort <i>(b)</i>	Leisure and Hospitality	74,000
Universal Orlando (Comcast) <i>(b)</i>	Leisure and Hospitality	19,000
Adventist Health System/ Florida Hospital <i>(a)</i>	Healthcare	18,668
Walgreens Specialty Pharmacy	Healthcare	6,500
Darden Restaurants <i>(a,b)</i>	Restaurants	6,419
SeaWorld Parks and Entertainment <i>(a)</i>	Leisure and Hospitality	6,032
Lockheed Martin <i>(b)</i>	Aerospace/Defense	5,774
Westgate Resorts <i>(a)</i>	Leisure and Hospitality	5,761
Orlando Health <i>(a)</i>	Healthcare	4,586
Siemens	Advanced Manufacturing	4,448
Rosen Hotels and Resorts <i>(a)</i>	Leisure and Hospitality	4,228
Wyndham Worldwide <i>(b)</i>	Leisure and Hospitality	3,509
CenturyLink <i>(b)</i>	Telecommunications	3,200
AT&T <i>(b)</i>	Telecommunications	3,063
JP Morgan Chase <i>(b)</i>	Finance and Insurance	3,053
Bright House Networks	Diversified Communication Services	3,000
Hospital Corporation of America	Healthcare	2,950
Mears Transportation <i>(a)</i>	Transportation	2,825
FedEx <i>(b)</i>	Transportation and Business Services	2,821
CNA Insurance	Finance and Insurance	2,756

Note: Data exclude government and retail operations.

(a) Corporate headquarters are located in the Orlando MSA.

(b) Fortune 500 company in 2014 based on Fortune Magazine's ranking, www.fortune.com.

Source: Orlando Sentinel, Orlando Business Journal, updated December 2014, as reported by the Metro Orlando Economic Development Commission, www.orlandoedc.com.

Film and Digital Media. The Orlando MSA's film and digital media industry cluster is led by 1,700 companies that employ 17,800 people, including traditional content production, post production and visual FX, game development, website and mobile app development, and software development firms. Leading business services companies in the Orlando MSA include Adrenaline Film Productions, Digimation, Electronic Arts, Lightmaker Group, and Universal Studios Florida. In addition, the Orlando MSA is home to film and digital research centers, including the Full Sail University Sports Lab powered by ESPN, the University of Central Florida's Center for Emerging Media, and The Center for e-Design.

Life Sciences and Healthcare. The Orlando MSA's life sciences and healthcare industry cluster is led by 4,700 companies that employ 87,000 people, including biotech/bio informatics, clinical trials, diagnostic testing, healthcare, medical devices, medical simulation, specialty pharma and pharmaceuticals, sports innovation and performance firms. Leading life sciences and healthcare companies in the Orlando MSA include AcariaHealth, Mazor Robotics, Sanford-Burnham Medical Research Institute, Sanofi Pasteur Vax Design, and Triad Isotopes.

Since 2008, Tavistock Group, a privately-held investment company, has been developing a 7,000-acre planned community southeast of, and immediately adjacent to, the Airport called Lake Nona. Lake Nona Medical City, a complex of new medical and bioscience facilities, is the centerpiece of the Lake Nona community and is home to the University of Central Florida's College of Medicine, the Sanford-Burnham Medical Research Institute, Nemours Children's Hospital, University of Florida Research and Academic Center, and the Orlando Veterans Affairs Medical Center. In addition, new development at Lake Nona is expected to include a luxury resort with an 11-acre man-made lagoon, \$17 million automobile equipment manufacturing complex and corporate offices for Voxx International, and United States Tennis Association's new \$60 million 63-acre facility.

Aviation, Aerospace, and Defense. The Orlando MSA's aviation, aerospace, and defense industry cluster is led by 300 companies that employ 27,200 people, including defense, modeling, simulation and training, maintenance, repair and overhaul, optics and photonics, serious games (i.e., simulations of real-world events), and air service development. Leading aviation, aerospace, and defense companies in the Orlando MSA include Boeing, Lockheed Martin, Northrop Grumman, Progressive Aerodyne, and Raytheon.

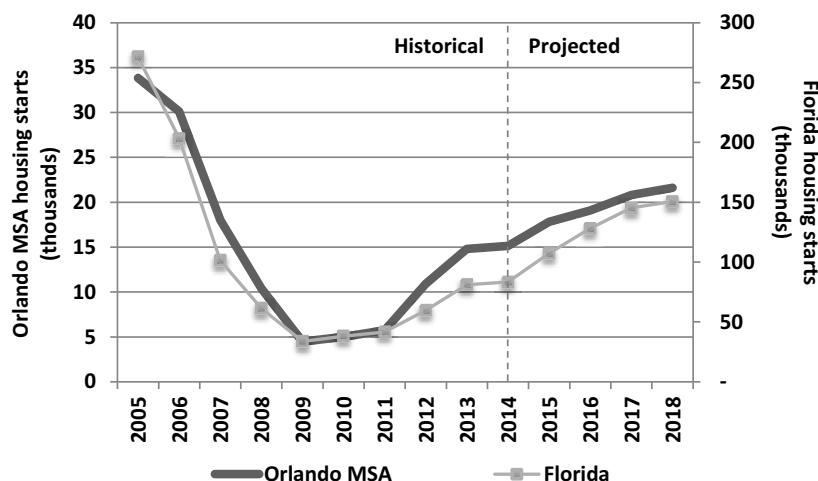
Housing Market

Trends in the housing market in a region generally follow economic cycles and are an indicator of overall economic activity that will, in turn, help to spur air travel demand. During the 2008-2009 economic recession, the median housing price in the Orlando MSA and the State decreased 42% between December 2007 (the first month) and June 2009 (the final month), reflecting the effects of U.S. subprime mortgage crisis and the financial credit crisis.* Subsequently, the median housing price in the Orlando MSA continued to decrease, reaching a low in January 2011. From January 2011 to March 2015, the Orlando MSA's median housing price increased 87%, representing the highest price since October 2008.

Housing starts are another indicator of housing market trends and represent the number of new residential construction projects begun during a particular period. According to UCF, low inventory and increasing housing prices have triggered a surge in home construction. As shown on Figure 6, UCF forecasts housing starts in the Orlando MSA and in the State to return to 2007 levels in 2015.

*Orlando Regional Realtor Association, Eight Year History 2007 - 2015, dated April 8, 2015, www.orlandorealtors.org. Data are for all sales types and home types combined.

Figure 6
HISTORICAL AND PROJECTED HOUSING STARTS
 Orlando MSA and State of Florida



Note: Data for housing starts are the number of new residential construction projects begun during a particular period, including single- and multi-family units.

Source: University of Central Florida, Institute for Economic Competitiveness, *Florida and Metro Forecast: 2015-2018*, March 2015.

Visitor Industry

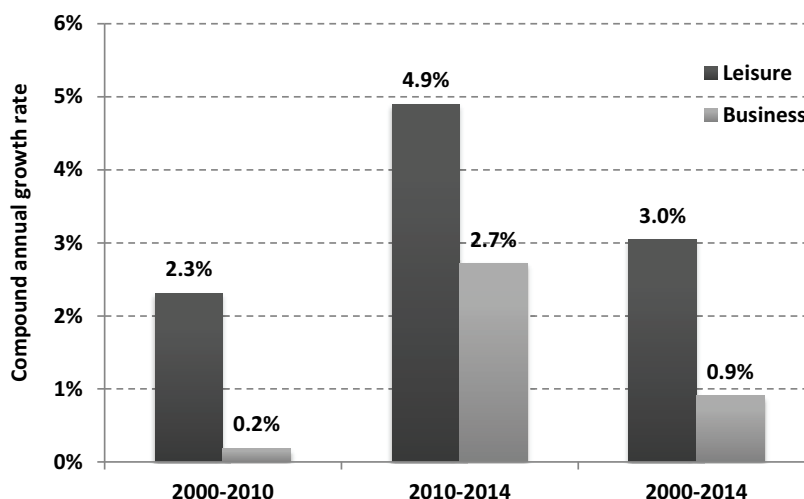
The visitor industry is an important driver of the Orlando MSA economy and passenger traffic at the Airport. As noted earlier, more than 62 million people visited the Orlando MSA in 2014, a new record for the U.S. travel industry, making Orlando the most visited destination in the nation. Between 2000 and 2014, the total number of visitors to the Orlando MSA increased an average of 2.6% per year, with stronger growth between 2010 and 2014 (an average increase of 4.8% per year) during the recovery from the 2008-2009 national economic recession.

Visitors to the Orlando MSA include leisure and business travelers originate from both domestic and international locations. The following sections present a discussion of the visitor industry—leisure and business visitors, domestic and international visitors, cruise ship visitors, and hotel infrastructure in the Orlando MSA.

Leisure Visitors. In 2014, more than 46 million leisure travelers visited the Orlando MSA, accounting for 81% of domestic travelers; business visitors accounted for the remaining 19%.* As shown on Figure 7, the number of leisure visitors to Orlando MSA increased an average of 3.0% per year between 2000 and 2014, with stronger growth between 2010 and 2014 (an average increase of 4.9% per year).

*Includes visitors traveling by all modes of transport.

Figure 7
GROWTH TRENDS IN LEISURE AND BUSINESS DOMESTIC VISITORS
 Orlando MSA



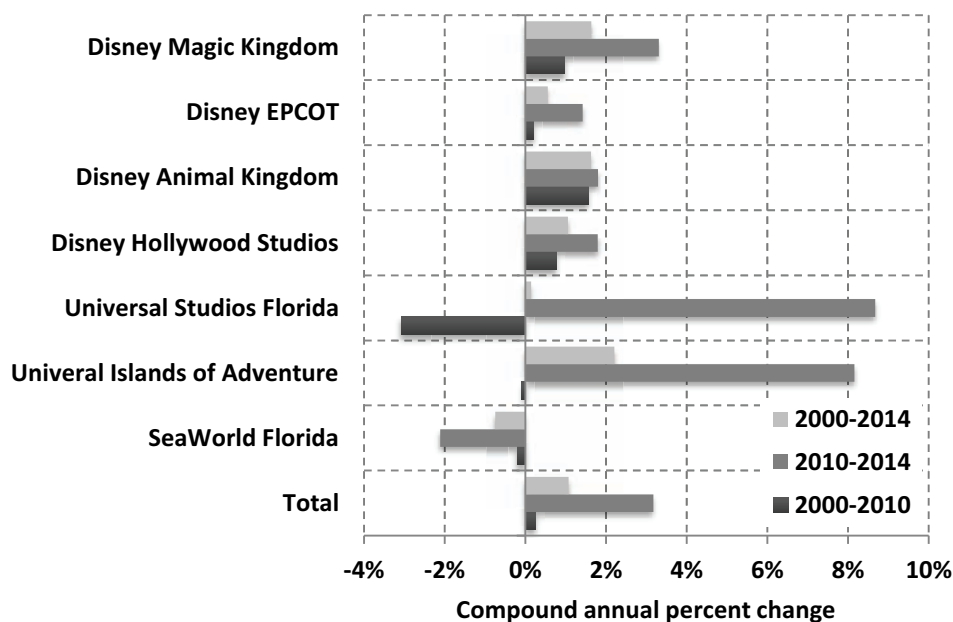
Source: D.K. Shifflet and Associates and the U.S. Department of Commerce, National Travel and Tourism Office, as reported by Visit Orlando, www.visitorlando.com, accessed April 2015.

The growth in the number of leisure visitors reflects the concentration of entertainment-based theme parks in the Orlando MSA that attract both domestic and international travelers. In 2014 (the most recent year available), Orlando's seven theme parks were among the 10 busiest in the United States in terms of total attendance, with nearly 73 million attendees, according to the 2013 ranking prepared by the Themed Entertainment Association.* The remaining three busiest U.S. theme parks are located in southern California—Disneyland, Disney California Adventure, and Universal Studios Hollywood—and had a combined attendance of 32 million in 2014.

Between 2000 and 2014, total attendance at the seven MSA theme parks increased an average of 1.1% per year, with the strongest growth between 2010 and 2014 (an average increase of 3.2% per year), as shown on Figure 8. Universal Studios Florida reported the strongest growth in attendance between 2010 and 2014—an average increase of 8.7% per year—reflecting the opening of the new Despicable Me Minions ride in 2012 and the new 3-D Transformers ride in 2013. Universal's Island of Adventure also reported strong growth in attendance during this period (an average increase of 8.2% per year), reflecting the opening of a new Harry Potter-themed attraction in 2010 and the refurbishment and reopening of the Spider-Man ride in 2012.

*The Themed Entertainment Association (TEA) is an international non-profit association that represents creators, developers, designers and producers of themed entertainment.

Figure 8
GROWTH TRENDS IN ATTENDANCE AT BUSIEST THEME PARKS
 Orlando MSA



Note: Ranked by 2014 attendance.

Sources: 2000: Amusement Business Magazine.

2010 and 2014: Themed Entertainment Association and Economics Research Associates.

In 2014 and 2015, a number of new attractions opened at Orlando's theme parks and others are planned and/or underway, as detailed in Table 6. Orlando's newest entertainment complex opened in May 2015 on International Drive, referred to as I-Drive 360, including the Orlando Eye observations wheel which provides panoramic views of Orlando, Madame Tussauds wax museum, Sea Life aquarium, and new dining and retail establishments.

The growth in the number of leisure visitors also reflects the continued development of sports venues in the Orlando MSA that attract both domestic and international travelers. The Orlando MSA is home to two professional sports teams—the Orlando Magic in the National Basketball Association (NBA) and Orlando City in the Major League Soccer League—as well as the University of Central Florida's sports teams and spring training for the Atlanta Braves and Houston Astros Major League Baseball teams. In addition, a new, professional spring-league football team is scheduled to be located in the Orlando MSA in 2016.

Table 6
RECENTLY OPENED AND PLANNED ATTRACTIONS AT ORLANDO'S THEME PARKS

Year of opening	Theme park	Attraction
2014	Universal Studios Florida	Diagon Alley, Wizarding World of Harry Potter
2014	Disney Magic Kingdom	Seven Dwarfs Mine Train in the New Fantasyland
2015	New I-Drive entertainment complex	The Orlando Eye (425-foot observation wheel)
2015	New I-Drive entertainment complex	Madame Tussauds wax museum
2015	New I-Drive entertainment complex	Sea Life Aquarium
2015	Legoland Florida	Heartlake City expansion
2016	Disney Animal Kingdom	Rivers of Light
2016	WonderSea Island	New water park
2016	Disney Springs (transformation of Downtown Disney)	Planet Hollywood Observatory
2017	Disney Animal Kingdom	AVATAR Land expansion
TBD	Disney Hollywood Studios	Star Wars Land

TBD = To be determined

Sources: Visit Orlando, Greater Orlando Aviation Authority, and Orlando Sentinel.

Since 2010, considerable investment in sports venues has taken place in the Orlando MSA, including:

- The \$500 million Amway Center opened in 2010 and is home to the NBA's Orlando Magic, ECHL's Orlando Solar Bears (one of the NHL's minor hockey leagues), and the American Football League's Orlando Predators in the, and has hosted the 2012 NBA All-Star Game, HBO Main Event Boxing, WWE Monday Night Raw, and college basketball.
- The Orlando Citrus Bowl stadium, which hosts college football, the Orlando City soccer team, World Cup and Olympic soccer, WrestleMania, and Monster Jam, completed a \$207.7 million reconstruction project in 2014. The Citrus Bowl will host a game in October 2015 between the 2015 FIFA World Cup championship team from the United States and the team from Brazil.
- The new \$27 million Seminole County Sports Complex scheduled to be completed in 2016 will consist of 15 fields for baseball, softball, soccer, football and lacrosse, facilities, and concessions.
- The new, privately funded \$155 million Orlando City soccer stadium scheduled to be completed in 2016 will include 25,500 seats and was redesigned from the original plan for 19,000 seats due to average fan attendance of 33,000 during their first season in 2015.
- The United States Tennis Association's (USTA) new \$60 million 63-acre facility in Lake Nona is scheduled to be completed in 2016 and will host the USTA's Community Tennis and Player Development divisions including more than 100 tennis courts, player dormitories, and a USTA office building.

The opening of the \$400 Million Dr. Phillips Performing Arts Center in 2014 also contributes to the numbers of visitors to the Orlando MSA. The 369,000-square-foot Center in downtown Orlando comprises three theaters – a 1,800-seat opera house/symphony hall, a 2,800-seat Broadway theater, and a 300-seat community theater.

Business Visitors. In 2014, nearly 11 million business travelers visited the Orlando MSA. As shown in Figure 7, the number of business visitors to Orlando MSA increased an average of 0.9% per year between 2000 and 2014, with the strongest growth between 2010 and 2014 (an average increase of 2.7% per year). Strong increases in the MSA's population and employment, the strength of Orlando's world-class tourism industry, and the continued development of the defense, high-tech, and digital media industry sectors have contributed to growth of business travel. According to the Metro Orlando Economic Development Commission, a competitive cost environment has also favored the Orlando economy in attracting new businesses which, in turn, generate additional travel demand. Business travel can be expected to increase generally in line with growth in the MSA economy in the future.

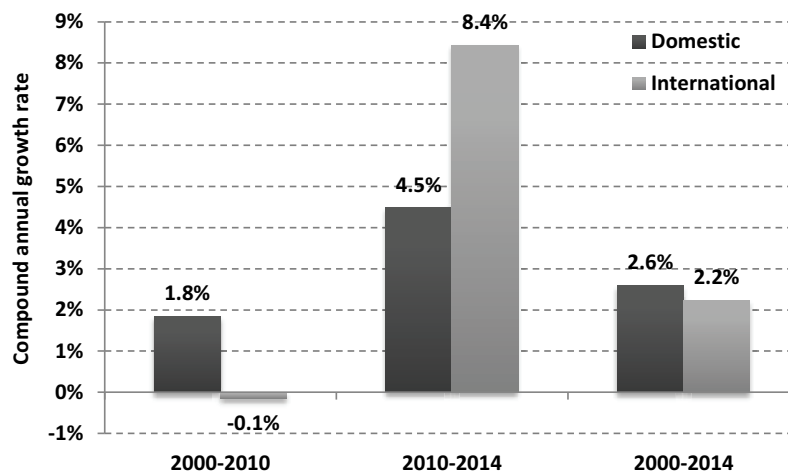
Business visitors to the Orlando MSA also include convention and trade show attendees. The Orange County Convention Center (OCCC) is the primary convention facility in the Orlando MSA and the second largest in the United States, with a total space of 7 million square feet. (Chicago's McCormick Place is the largest U.S. convention facility.) In 2014, the OCCC hosted more than 200 events and more than 1.3 million convention attendees, reflecting a 6.8% increase in attendance compared with 2013.

Domestic Visitors. In 2014, nearly 57 million U.S. travelers visited the Orlando MSA, accounting for 92% of total visitors; international visitors accounted for the remaining 8%. As shown on Figure 9, the number of domestic visitors to Orlando MSA increased an average of 2.6% per year between 2000 and 2014, with the strongest growth between 2010 and 2014 (an average increase of 4.5% per year).

International Visitors. The Orlando MSA is one of the top 10 U.S. destinations for overseas visitors, ranking fourth in 2013, as shown on Figure 10. In 2014, more than 5 million international travelers visited the Orlando MSA. As shown on Figure 9, the number of international visitors to Orlando MSA increased an average of 2.2% per year between 2000 and 2014, with the strongest growth between 2010 and 2014 (an average increase of 8.4% per year).

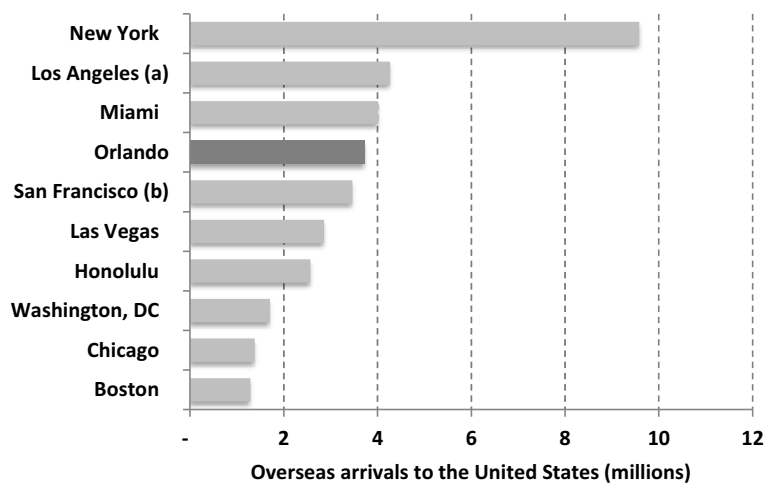
Visitors from overseas accounted for 76.5% of international travelers to the Orlando MSA in 2013, with visitors from Canada accounting for the remaining 23.5%, as shown on Figure 11. Of the overseas visitors, Brazil accounted for the largest country share, with 15.8%, followed by the United Kingdom with 15.6%.

Figure 9
GROWTH TRENDS IN DOMESTIC AND INTERNATIONAL VISITORS
 Orlando MSA



Source: D.K. Shifflet and Associates and the U.S. Department of Commerce, National Travel and Tourism Office, as reported by Visit Orlando, www.visitorlando.com, accessed April 2015.

Figure 10
TOP U.S. DESTINATIONS FOR OVERSEAS VISITORS IN 2013



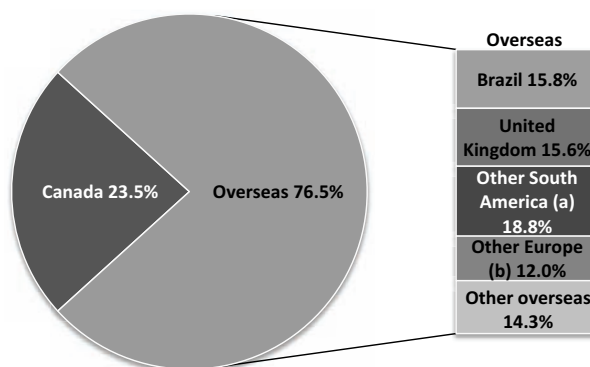
Note: Overseas travelers exclude visitors from Mexico and Canada.

(a) Includes Anaheim, Long Beach, and Santa Ana.

(b) Includes San Jose.

Source: U.S. Department of Commerce, International Trade Administration, Office of Tourism Industries, www.travel.trade.gov.

Figure 11
ORIGINS OF INTERNATIONAL VISITORS TO THE ORLANDO MSA IN 2013



(a) Excludes Brazil.

(b) Excludes the United Kingdom.

Source: Visit Orlando Market Research and Insights and U.S. Department of Commerce, International Trade Administration, Office of Tourism Industries, www.travel.trade.gov.

Between 2013 and 2019, the number of overseas visitors to the United States is forecast to increase an average of 4.5% per year by the U.S. National Travel and Tourism Office (NTTO), as shown on Table 7. The NTTO forecasts are developed by country and international region; forecasts by U.S. destinations are not prepared.

Cruise Ship Visitors. Port Canaveral, one of the world's busiest cruise ship ports, is located less than 50 miles east of Orlando and is adjacent to the John F. Kennedy Space Center and NASA visitor center at Cape Canaveral. Many out-of-state cruise ship passengers bound for Port Canaveral arrive and depart via the Airport. Port Canaveral is currently served by Carnival Cruise Lines, Disney Cruise Line, Norwegian Cruise Line, and Royal Caribbean; all have signed multi-year agreements for future operations. Victory Casino Cruises also serves Port Canaveral with twice daily 5-hour gaming cruises.

In FY 2014, Port Canaveral was the third busiest North American passenger cruise port (after Port Miami and Port Everglades) with 3.9 million multi-day cruise passengers, as shown in Table 8. Based on total passenger traffic, including day trips, gaming, and cruise ship traffic, Port Canaveral ranks second with 4.2 million passengers. Port Canaveral's cruise business is expected to grow by 50% in the next 4 to 5 years, according to Port Canaveral management.* Future strong growth is based on the Port's deep water channel necessary for mega-cruise ships, convenient access to drive-in and fly-in markets, and the only established cruise port in Florida with space for significant expansion. In addition, as a home port for Caribbean cruises, Port Canaveral is well positioned for growth associated with the opening of the Cuban market.

*Port Canaveral, Port and Cruise Facts, www.portcanaveral.com, accessed July 2015.

Table 7
**FORECASTS OF INTERNATIONAL TRAVELERS TO THE UNITED STATES
 BY WORLD REGION**

	Arriving passengers (thousands)		Compound annual percent increase
	2014	2019	2014-2019
North America (a)	40,219	46,446	2.9%
Overseas			
Europe	13,550	15,422	2.6
Asia	9,626	13,381	6.8
South America	5,380	6,755	4.7
Oceania	1,506	1,763	3.2
Caribbean	1,130	1,234	1.8
Middle East	1,141	1,657	7.7
Central America	842	960	2.7
Africa	<u>454</u>	<u>669</u>	8.1
	<u>33,629</u>	<u>41,841</u>	4.5
	73,887	88,287	3.6

(a) Includes Canada and Mexico.

Sources: U.S. Department of Commerce, International Trade Administration,
 Office of Tourism Industries, June 2013.

Port Canaveral is undergoing a \$500 million cargo and cruise expansion, including a \$35 million project to deepen and widen Canaveral Harbor to allow larger ships carrying more than 5,000 passengers. As part of the Port's expansion plans, Cruise Terminal 1, a new two-story, 188,514-square-foot facility, opened in December 2014. Cruise Terminal 1 was designed to accommodate the largest cruise ships in the world and features a 1,600-seat pre-boarding area and a 1,000-vehicle parking facility. In March 2015, Royal Caribbean announced plans to base Oasis of the Seas, the biggest cruise ship in the world with a full capacity of 6,360, at Port Canaveral in 2016.

Table 8
TRENDS AT NORTH AMERICA'S BUSIEST CRUISE PORTS

Fiscal Year	Multi-day cruise ship passengers		
	Port Miami	Port Everglades	Port Canaveral
2010	4,100,000	3,314,208	2,722,751
2011	4,018,161	3,664,103	3,100,199
2012	3,774,452	3,689,022	3,761,056
2013	4,030,356	3,509,727	3,717,586
2014	4,770,000	3,880,033	3,863,606
Percent increase (decrease)			
2010-2011	(2.0%)	10.6%	13.9%
2011-2012	(6.1)	0.7	21.3
2012-2013	6.8	(4.9)	(1.2)
2013-2014	18.4	10.6	3.9
Compound annual percent increase			
2010-2014	3.9%	4.0%	9.1%

Note: For Fiscal Years ended September 30.

Sources: Florida Department of Transportation, Florida Transportation Trends and Conditions, June 2013, www.dot.state.fl. Miami Dade County, Port of Miami, press releases, www.miamidade.gov/portmiami. Port Canaveral, annual reports, www.portcanaveral.com. Port Everglades, Port Everglades Waterborne Commerce Chart for the Ten Fiscal Years 2014 through 2005, www.porteverglades.net.

Hotel Infrastructure. In FY 2014, a total of 118,212 hotel rooms were located in the Orlando MSA, as shown in Table 9. The number of room nights occupied increased an average of 1.0% per year between 2000 and 2014, with stronger growth between 2010 and 2014 (an average increase of 3.7% per year), reflecting the economic recovery and the strength of the Orlando tourism market. Average daily rates for hotel rooms also increased—an average of 4.4% between 2010 and 2014. Visit Orlando projects occupied room nights in the Orlando MSA to increase an average of 3.2% per year between 2014 and 2018.

Table 9
HISTORICAL AND PROJECTED HOTEL ROOMS AND OCCUPANCY
 Orlando MSA

Fiscal Year	Number of rooms	Room nights (millions)		Occupancy rate	Average daily rate
		Available	Occupied		
Historical					
2000	102,838	36.9	26.7	72.4%	\$89.83
2005	111,564	41.0	29.0	70.8%	\$92.00
2010	115,199	43.0	26.7	63.8%	\$90.76
2011	115,413	42.0	28.4	67.6%	\$93.94
2012	116,368	42.4	29.1	68.7%	\$97.21
2013	116,499	42.4	30.0	70.7%	\$101.78
2014	118,212	41.9	30.9	73.7%	\$107.91
Projected					
2015	119,000	41.2	31.1	75.5%	\$114.20
2016	123,600	45.0	34.0	74.1%	n.a.
2017	126,400	46.0	34.0	74.4%	n.a.
2018	129,100	47.0	35.0	73.3%	n.a.
Percent increase (decrease)					
2010-2011	0.2%	(2.3%)	6.4%	6.0%	3.5%
2011-2012	0.8	0.8	2.5	1.6	3.5
2012-2013	0.1	0.2	3.1	2.9	4.7
2013-2014	1.5	(1.2)	3.0	4.2	6.0
Compound annual percent increase (decrease)					
2000-2010	2.1%	2.4%	1.4%	(0.8)%	1.6%
2010-2014	0.6	(0.6)	3.7	3.7	4.4
2000-2014	1.0	0.9	1.0	0.1	1.3
2014-2018	2.2	2.9	3.2	(0.1)	n.a.

n.a. = not available.

Note: For Fiscal Years ended September 30.

Projected hotel rooms in 2016 through 2018 were estimated based on projections of available and occupied room nights.

Source: Visit Orlando, "Recent and Projected Hotel Openings", June 14, 2014 and "Orlando Tourism, State of the Market," updated March 2015.

Economic Outlook

The economic outlook for the United States, the State of Florida, and the Orlando MSA forms a basis for anticipated growth in airline traffic at the Airport. Economic activity in the Orlando MSA and the State is directly linked to the production of goods and services in the United States and the world. Both airline travel and the movement of cargo through the Airport depend on the economic linkages between and among the regional, State, national, and global economies. The economic and other assumptions underlying the forecasts of enplaned passengers are based on a review of national, State, and regional economic outlooks as well as an analysis of historical socioeconomic trends and airline traffic trends.

Global Economy. Globalization of the world economy has linked national economies, with positive impacts on travel as well as trade. The Orlando MSA and the State are strongly connected to the global economy through a number of industry sectors and the three world regions (Canada, Europe, and Latin America/Caribbean) that are currently served at the Airport. The economic growth of these world regions, in terms of Gross Domestic Product (GDP), is directly related to the growth in air travel. According to IHS Global Insight, world GDP, in 2010 dollars, is forecast to increase an average of 3.3% per year between 2014 and 2021.* Continued growth in the economies of the world regions most closely aligned with the Orlando MSA economy and airline service at the Airport are expected to contribute to continued growth in passenger traffic at the Airport.

U.S. Economy. The U.S. economy has grown at a slow to moderate pace since the 2008-2009 economic recession. The Congressional Budget Office (CBO) forecasts stronger economic growth in 2015 than in 2014, with GDP forecast to increase 2.9% compared with 2.3% in 2014. Thereafter, the CBO forecasts economic growth of 3.0% percent in 2016 and 2.7% in 2017, before settling into a longer-term 2.2% rate of growth through 2021.** The CBO expects the U.S. unemployment rate to average 5.4% through 2021.

Florida Economy. Florida has exceeded the nation in terms of economic and employment growth since 2011, after enduring a prolonged economic recession that began in early 2007. In its March 2015 forecast update, the University of Central Florida expects a recovery stronger in the State than the nation as a whole. Based on the University of Central Florida forecasts:

- Economic growth in Florida, in terms of gross State product adjusted for inflation, is forecast to increase an average of 3.4% per year in 2015 through 2022, exceeding that for the nation.
- Florida's employment growth is forecast to exceed national growth between 2014 and 2022 (an average increase of 1.8% per year), with stronger than average growth expected in construction, professional and business services, trade, transportation, and utilities, leisure and hospitality, and education and health services.
- Unemployment rates in Florida are forecast to average 5.4% between 2014 and 2022, approximating forecasts of national unemployment rates.

*Federal Aviation Administration, FAA Aerospace Forecasts, Fiscal Years 2015 – 2035, www.faa.gov, March 2015.

**Congressional Budget Office, Economic Outlook: Fiscal Years 2015-2025, January 2015, www.cbo.gov.

- Florida's average per capita personal income, adjusted for inflation, is forecast to increase an average of 2.1% per year between 2014 and 2022, approximating national per capita income forecasts.
- Florida's housing market is improving but at a slow pace, with total private housing starts forecast to exceed 2007 levels in 2015.

Orlando MSA Economy. Florida has exceeded the nation in terms of economic and employment growth since 2011, after enduring a prolonged economic recession that began in early 2007. In its March 2015 forecast update, the University of Central Florida expects a recovery stronger than the nation as a whole. Based on the University of Central Florida forecasts:

- Employment growth in the Orlando MSA is forecast to exceed State and national growth between 2014 and 2022 (an average increase of 2.9% per year), with stronger than average growth expected in construction, professional and business services, and education and health services.
- Unemployment rates in the Orlando MSA are forecast to average 5.0% between 2014 and 2022, lower than forecasts for the State and the nation.
- Average per capita personal income in the Orlando MSA, adjusted for inflation, is forecast to increase an average of 2.1% per year between 2014 and 2022, approximating forecast growth for the State and nation.
- Similar to the State, the housing market in the Orlando MSA is improving but at a slow pace, with total private housing starts forecast to exceed 2007 levels in 2015.

Economic Basis for Airline Traffic Forecasts. Factors expected to contribute to economic growth in the Orlando MSA and associated increases in airline travel include (1) its popularity as a domestic and international tourist destination and its substantial tourism and hospitality infrastructure, (2) the continued efforts by the MSA's theme parks to refresh their entertainment offerings, (3) the continued diversity in the economic base and growth in the existing and emerging Orlando MSA industry clusters described earlier, which lessens its vulnerability to weaknesses in particular industry sectors, and (4) continued reinvestment to support the development of tourism, conventions, and other businesses. This outlook is reflected in the airline traffic forecasts presented in the "Airline Traffic Forecasts" section of this Report.

HISTORICAL AIRLINE SERVICE AND TRAFFIC

Airlines serving the Airport; enplaned passenger trends; airline shares of passengers; origin-destination markets; airline service at the Airport; and airline fares and yields are discussed in this section.

Airlines Serving the Airport

As of June 2015, four U.S. network passenger airlines, one regional airline, six low cost carriers, and 22 foreign-flag airlines provided service at the Airport, as shown in Table 10. In addition, six airlines provided all-cargo service.

Table 10
AIRLINES SERVING ORLANDO

Network carriers	Foreign-flag airlines
Alaska Airlines	Aer Lingus
American Airlines	Aeromexico
Delta Air Lines	Air Canada
United Airlines	Air Transat
Regional airlines	Avianca
Silver Airways	Azul Airlines (a)
Low cost carriers	Bahamasair
Frontier Airlines	British Airways
JetBlue Airways	Caribbean Airlines
Southwest Airlines	Copa Airlines
Spirit Airlines	Emirates (a)
Sun Country Airlines	Icelandair (a)
Virgin America	Lan Airlines (a,b)
All-cargo airlines	Lufthansa German Airlines
ABX Air	Norwegian Air Shuttle
Air Transport International	Sunwing Airlines
Amerijet International	TAM Linhas Aereas (b)
FedEx	Thomas Cook Airlines
Mountain Air Cargo	VARIG-gol Airlines
United Parcel Service	Virgin Atlantic Airways
	Volaris
	Westjet

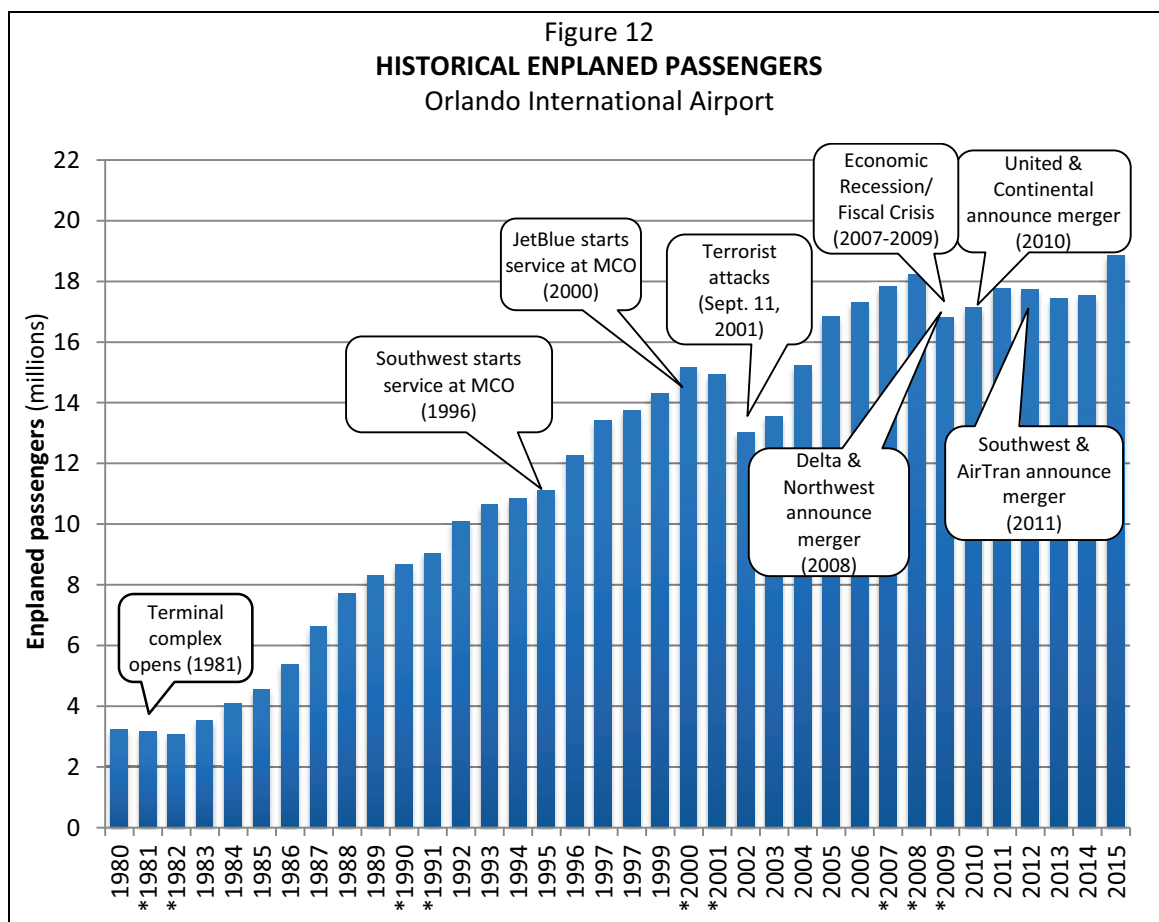
(a) Initiated service at the Airport in FY 2015.

(b) Lan Airlines and TAM Linhas Aereas merged in 2012 to form LATAM but continue to operate under separate brands until 2018 when all aircraft are expected to be rebranded as LATAM.

Sources: OAG Aviation Worldwide Ltd., online database, accessed April 2015 and Greater Orlando Aviation Authority records.

Enplaned Passenger Trends

Figure 12 presents trends in enplaned passengers at the Airport between FY 1980 (a year after the NTC opened) and FY 2015. Table 11 presents enplaned passengers by type of carrier between FY 2000 and FY 2015. The number of enplaned passengers increased an average of 3.0% between FY 1980 and FY 2014, with slower growth between FY 2000 and FY 2014 (averaging 1.0% per year), reflecting the 2000-2001 economic recession, terrorist events of September 2001, a slow recovery from the 2008-2009 economic recession and the U.S. financial crisis, and airline industry consolidation and associated capacity reductions between 2008-2011. International passenger traffic increased an average of 3.7% per year between FY 2000 and FY 2014, compared with an average increase of 0.8% in domestic passenger traffic.



Note: For Fiscal Years ended September 30.

Source: Greater Orlando Aviation Authority records; FY 2015 estimated by LeighFisher based on 8 months of actual data.

Low cost carriers accounted for much of the growth in domestic passengers between FY 2000 and FY 2014, increasing an average of 8.0% per year, and offset decreases by network airlines during this period (an average decrease of 2.8% per year). The number of international passengers on foreign-flag airlines increased an average of 3.4% between FY 2000 and FY 2014 and accounted for 86% of international passengers at the Airport in FY 2014. U.S. airline international passengers at the Airport increased an average of 5.5% per year between FY 2000 and FY 2014—faster growth than foreign-flag airlines—but accounted for a smaller share of international passengers (14%).

During the first 8 months of FY 2015, the number of enplaned passengers at the Airport increased 7.1% compared with the same period in FY 2014, driven by a 6.0% increase in domestic passengers and a 15.9% increase in international passengers. Low cost carriers accounted for most of the increase in domestic passengers during the first 8 months of FY 2015, with Frontier, jetBlue, Southwest, and Spirit reporting increases. Foreign-flag airlines accounted for most of the increase in international passengers during the first 8 months of FY 2015, reflecting, in part, new service by airlines such as Azul and Norwegian Air Shuttle.

Table 11
HISTORICAL ENPLANED PASSENGERS
 Orlando International Airport
 In thousands

Fiscal Year	Domestic					International			Total enplaned passengers
	Network airlines			Low cost carriers	Total	U.S. flag airlines	Foreign-flag airlines (a)	Total	
	Network airlines (a)	Regional affiliates	Total						
2000	10,588	632	11,219	2,702	13,922	137	1,098	1,236	15,157
2001	10,129	473	10,602	3,218	13,820	79	1,034	1,113	14,933
2002	8,181	470	8,651	3,536	12,187	62	774	836	13,023
2003	7,912	698	8,610	4,065	12,675	71	786	857	13,532
2004	8,700	782	9,481	4,775	14,257	68	905	973	15,230
2005	9,176	934	10,110	5,651	15,761	56	1,017	1,073	16,833
2006	8,925	933	9,857	6,401	16,259	74	984	1,058	17,317
2007	8,610	715	9,325	7,423	16,748	55	1,029	1,084	17,832
2008	8,279	409	8,689	8,232	16,920	79	1,239	1,318	18,238
2009	7,257	35	7,292	8,081	15,373	124	1,302	1,426	16,799
2010	6,986	60	7,046	8,482	15,528	231	1,365	1,596	17,123
2011	7,135	125	7,260	8,820	16,080	263	1,427	1,690	17,770
2012	7,136	107	7,243	8,628	15,870	288	1,572	1,860	17,730
2013	7,257	100	7,357	8,128	15,485	277	1,680	1,957	17,442
2014	7,454	73	7,527	7,951	15,478	293	1,765	2,057	17,535
First 8 months (October-May)									
2014	5,059	46	5,105	5,294	10,399	179	1,154	1,333	11,732
2015	5,177	62	5,239	5,786	11,025	217	1,328	1,544	12,569
Percent increase (decrease)									
2010-2011	2.1%	107.9%	3.0%	4.0%	3.6%	14.0%	4.6%	5.9%	3.8%
2011-2012	0.0	(14.2)	(0.2)	(2.2)	(1.3)	9.4	10.1	10.0	(0.2)
2012-2013	1.7	(6.5)	1.6	(5.8)	(2.4)	(3.9)	6.9	5.2	(1.6)
2013-2014	2.7	(27.2)	2.3	(2.2)	0.0	5.8	5.0	5.1	0.5
2014-2015 (b)	2.3	34.7	2.6	9.3	6.0	21.1	15.1	15.9	7.1
Compound annual percent increase (decrease)									
2000-2010	(4.1%)	(21.0%)	(4.5%)	12.1%	1.1%	5.3%	2.2%	2.6%	1.2%
2010-2014	1.6	5.0	1.7	(1.6)	(0.1)	6.1	6.6	6.6	0.6
2000-2014	(2.5)	(14.3)	(2.8)	8.0	0.8	5.5	3.4	3.7	1.0

Note: For Fiscal Years ended September 30.

(a) Includes passengers enplaned on charter airlines.

(b) Represents the year-over-year increase for the first 8 months (October through May).

Source: Greater Orlando Aviation Authority records.

Enplaned Passenger Trends by Visitors and Residents

Between FY 2000 and FY 2014, the number of visitors (non-residents) at the Airport increased an average of 0.9% per year and accounted for 74.9% of outbound O&D passengers at the Airport in FY 2014, as shown in Table 12. Passenger traffic by residents increased an average of 2.1% per year between FY 2000 and FY 2014—faster growth than visitors—but accounted for a smaller share of outbound O&D passengers (25.1%) in FY 2014.

International Enplaned Passengers by Region

Between FY 2010 and FY 2014, the number of revenue enplaned passengers on international flights increased an average of 7.4% per year, as shown in Table 13. Europe accounted for the largest share of international revenue passengers in FY 2014 with 27.9% but slower than average growth (an average increase of 0.8% per year between FY 2010 and FY 2014), reflecting, in part, Europe's slow economic recovery and continuing financial crisis. Passenger traffic to other world regions—Mexico, Central America, South America, Canada, and the Caribbean—was the primary driver of international traffic growth at the Airport between FY 2010 and FY 2014. South America accounted for the strongest growth between FY 2010 and FY 2014, increasing an average of 21.1% per year, followed by the Caribbean (an average increase of 14.9% per year), and Central America (an average increase of 12.2% per year).

Between FY 2010 and FY 2014, with the continued development of international airline service at the Airport, the number of international arriving passengers requiring FIS facilities increased an average of 8.2% per year, compared with an average increase of 5.3% per year in the number of “precleared” passengers, as shown in Table 13. In the past, the growth in international arriving passengers requiring FIS facilities has been slower than precleared passengers.* Consequently, the Airport's facility needs related to processing of international passengers have increased in recent years.

International airline service in the Orlando MSA is also provided at Sanford International Airport (Sanford). Sanford, classified by the U.S. Federal Aviation Administration (FAA) as a small hub airport, is located within the Orlando MSA, approximately 35 miles north of the Airport. International service at Sanford has been focused on charter flights, most of which originated in the United Kingdom and elsewhere in Europe, flights which had been previously operated at the Airport. Since 2007, international charter service to and from the Orlando area declined substantially while scheduled international airline service increased. In 2014, the Airport's share of international passengers increased to 97% of the combined total (the Airport and Sanford) while Sanford's share had fallen to 3%—its lowest historical share.

*U.S. Customs and Border Protection (CBP) inspects and clears passengers arriving in the United States on all international flights, except for those traveling from locations which provide for the preclearance of inbound passengers by U.S. CBP officials at their point of departure (e.g., at designated airports in Canada, the Bahamas, Bermuda).

Table 12
PASSENGER TRAFFIC TRENDS BY RESIDENTS AND VISITORS
 Orlando International Airport
 In thousands

Fiscal Year	Enplaned passengers					Percent of total	
	Outbound O&D (a)			Connecting and other (a)	Total (b)	Orlando MSA residents	Visitors
	Orlando MSA residents	Visitors	Total				
2000	3,152	11,116	14,268	890	15,157	22.1%	77.9%
2001	3,141	11,024	14,166	768	14,934	22.2	77.8
2002	2,854	9,496	12,350	675	13,025	23.1	76.9
2003	3,036	9,792	12,829	703	13,532	23.7	76.3
2004	3,467	10,973	14,440	794	15,234	24.0	76.0
2005	4,091	12,022	16,113	721	16,833	25.4	74.6
2006	4,357	12,084	16,440	876	17,317	26.5	73.5
2007	4,441	12,451	16,892	940	17,832	26.3	73.7
2008	4,436	12,840	17,277	962	18,238	25.7	74.3
2009	4,138	11,876	16,014	784	16,799	25.8	74.2
2010	4,211	11,960	16,171	960	17,131	26.0	74.0
2011	4,244	12,425	16,669	1,101	17,770	25.5	74.5
2012	4,256	12,418	16,673	1,057	17,730	25.5	74.5
2013	4,182	12,471	16,653	774	17,427	25.1	74.9
2014	4,200	12,532	16,732	803	17,535	25.1	74.9
Compound annual percent increase (decrease)							
2000-2014	2.9%	0.7%	1.3%	0.8%	1.2%		
2010-2014	(0.1)	1.2	0.9	(4.4)	0.6		
2000-2014	2.1	0.9	1.1	(0.7)	1.0		

Note: For Fiscal Years ended September 30.

(a) Based on data from U.S. Department of Transportation, *Origin-Destination Survey of Airline Passenger Traffic, Domestic*, and Schedules T100 and 298C and estimates prepared by LeighFisher.

(b) Greater Orlando Aviation Authority records.

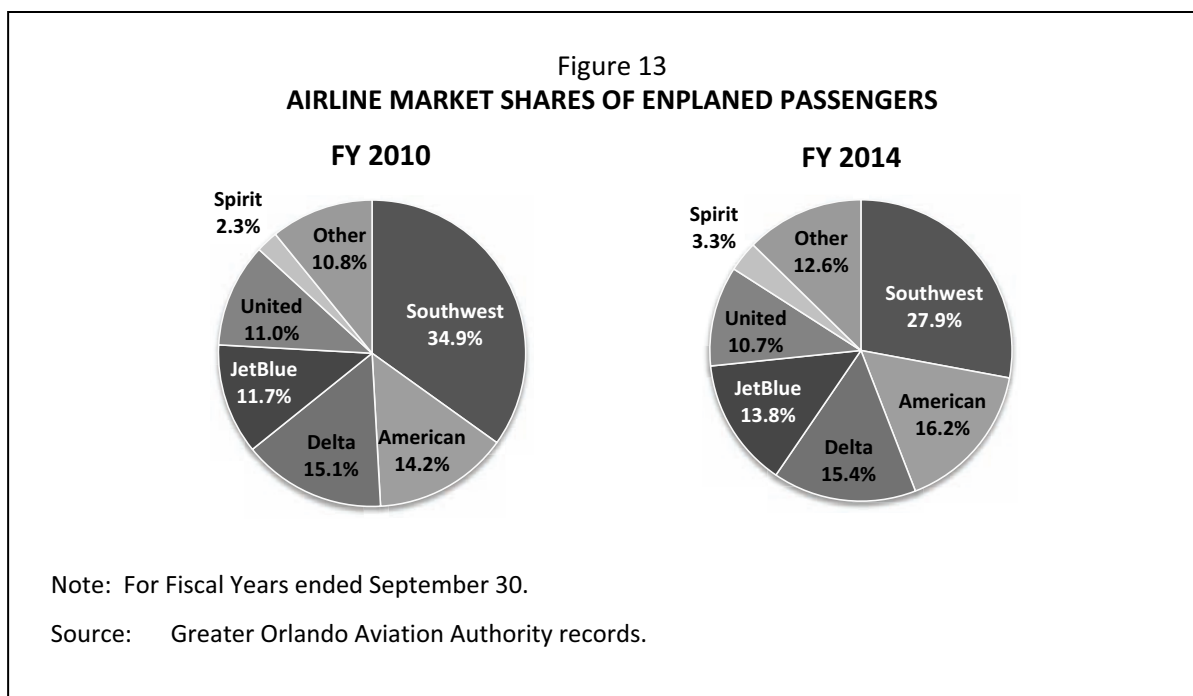
Table 13
ENPLANED PASSENGERS BY INTERNATIONAL REGION
Orlando International Airport

International region	FIS required		Precleared		Total	
	FY 2010	FY 2014	FY 2010	FY 2014	FY 2010	FY 2014
Europe						
United Kingdom	530,526	575,727	--	--	530,526	575,727
Other	<u>123,545</u>	<u>105,077</u>	<u>39,894</u>	<u>34,627</u>	<u>163,439</u>	<u>139,704</u>
Subtotal--Europe	654,071	680,804	39,894	34,627	693,965	715,431
Canada	9,108	18,722	349,957	452,936	359,065	471,658
Central America						
Mexico	89,226	140,339	--	--	89,226	140,339
Other	<u>145,392</u>	<u>229,803</u>	<u>--</u>	<u>--</u>	<u>145,392</u>	<u>229,803</u>
Subtotal--Central America	234,618	370,142	--	--	234,618	370,142
Caribbean	77,931	179,148	69,386	77,683	147,317	256,831
South America	114,402	248,722	--	--	114,402	248,722
Other	<u>3,008</u>	<u>1,418</u>	<u>--</u>	<u>--</u>	<u>3,008</u>	<u>1,418</u>
Total passengers	1,093,138	1,498,956	459,237	565,246	1,552,375	2,064,202
Compound annual percent increase (decrease): 2010-2014						
Europe						
United Kingdom		2.1%		--%		2.1%
Other		(4.0)		(3.5)		(3.8)
Subtotal--Europe		1.0		(3.5)		0.8
Canada		19.7		6.7		7.1
Central America						
Mexico		12.0		--		12.0
Other		12.1		--		12.1
Subtotal--Central America		12.1		--		12.1
Caribbean		23.1		2.9		14.9
South America		21.4		--		21.4
Other		(17.1)		--		(17.1)
Total passengers		8.2		5.3		7.4

Source: U.S. Department of Transportation, Schedule T100, DOT Analyser, accessed April 2015.

Enplaned Passenger Market Shares

In FY 2014, Southwest (including its former AirTran routes) accounted for 27.9% of all passengers enplaned at the Airport, less than its FY 2010 share (34.9%), as shown in Table 14 and on Figure 13. American (including its former US Airways routes) accounted for the second largest share with 16.2%, followed by Delta with 15.4%, jetBlue with 13.8%, United with 10.7%, and Spirit with 3.3%. Compared with many other large U.S. hub airports, the Airport exhibits a relatively low degree of airline concentration.



Over the past decade, U.S. low cost carriers* providing domestic service were the primary drivers of increased passenger volumes at the Airport, increasing their collective market share from 18% in FY 2000 to 50% in FY 2010 and 45% in FY 2014. This gain came largely at the expense of the legacy airlines (Delta, United, American and their regional code-sharing affiliates) which, as a group, declined from 75% in FY 2000 to 42% in FY 2010, but increased slightly to 47% of the MCO passenger market in FY 2014. Foreign-flag carriers increased their share from 7% in FY 2000 to 8% in FY 2010 and 10% in FY 2014.

*Low cost carriers (LCCs) include Frontier, JetBlue, Southwest/AirTran, Spirit, Sun Country, and Virgin America.

Table 14
ENPLANED PASSENGERS BY AIRLINE
 Orlando International Airport

Airline	Enplaned passengers (thousands)		Percent of total	
	FY 2010	FY 2014	FY 2010	FY 2014
Domestic				
Southwest <i>(a)</i>	5,956	4,859	38.3%	31.4%
American <i>(b)</i>	2,432	2,841	15.7	18.4
Delta	2,582	2,694	16.6	17.4
JetBlue	1,796	2,180	11.6	14.1
United <i>(c)</i>	1,878	1,879	12.1	12.1
Spirit	397	572	2.6	3.7
All others	<u>487</u>	<u>453</u>	<u>3.1</u>	<u>2.9</u>
Subtotal--domestic	15,528	15,478	100.0%	100.0%
International				
Virgin Atlantic	447	396	28.0%	19.2%
JetBlue	201	248	12.6	12.0
Air Canada	172	247	10.8	12.0
Copa	86	171	5.4	8.3
WestJet	137	153	8.6	7.4
TAM	74	141	4.6	6.8
British Airways	99	123	6.2	6.0
Lufthansa	82	100	5.1	4.9
Aeromexico	44	71	2.8	3.4
GOL	3	47	0.2	2.3
All others	<u>250</u>	<u>360</u>	<u>15.7</u>	<u>17.5</u>
Subtotal--international	1,596	2,057	100.0%	100.0%
Total				
Southwest <i>(a)</i>	5,978	4,897	34.9%	27.9%
American <i>(b)</i>	2,432	2,841	14.2	16.2
Delta	2,584	2,697	15.1	15.4
JetBlue	1,997	2,427	11.7	13.8
United <i>(c)</i>	1,878	1,883	11.0	10.7
Spirit	397	572	2.3	3.3
All others	<u>1,856</u>	<u>2,217</u>	<u>10.8</u>	<u>12.6</u>
Total	17,123	17,535	100.0%	100.0%

Note: For Fiscal Years ended September 30.

Passengers reported by regional code-sharing affiliates have been grouped with their respective code-sharing partners.

(a) Merged with AirTran Airways in 2011.

(b) Merged with US Airways in 2013.

(c) Merged with Continental Airlines in 2010.

Source: Greater Orlando Aviation Authority records.

Origin-Destination Markets

Table 15 shows the top 20 domestic destination markets for passengers originating their journeys at the Airport for FY 2014. These 20 markets accounted for 60.8% of the total scheduled airline domestic O&D passengers at the Airport in FY 2014.

New York and Washington, D.C. are the top two destination markets for O&D passengers at the Airport, accounting for 11.1% and 6.1%, respectively, of the total O&D passengers at the Airport in FY 2014. Other major destinations include Chicago, Philadelphia, Boston, Detroit, San Juan, and Dallas.

Table 15 also presents the average daily number of nonstop departures to the destination markets listed in June 2015. Each of the top 20 destinations is served nonstop from the Airport in June 2015, as shown in Table 15. Low cost carriers provide nonstop service to 19 of the top 20 destinations and account for 56% of all nonstop departures at the Airport in June 2015.

Airline Airfares

Figure 14 provides a comparison of changes in numbers of domestic O&D passengers and average domestic one-way airfares paid at the Airport in FY 2000 through FY 2015.* Between FY 2000 and FY 2008, the number of domestic O&D passengers at the Airport increased an average of 2.8% per year, while domestic airfares remained relatively unchanged. Since FY 2008, O&D passenger traffic has decreased and remained below FY 2008 levels, reflecting the effect of the oil price spike in June 2008, the financial crisis, and the 2008-2009 national economic recession. Domestic airfares increased between FY 2008 and FY 2014 (an average increase of 4.8% per year), reflecting airline reductions in domestic seating capacity (an average decrease of 3.8% per year) that put upward pressure on airfares and contributed to dampened passenger demand. In FY 2015, airfares remained relatively unchanged, while domestic O&D passengers and domestic scheduled departing seats at the Airport are expected to increase by approximately 6.0%. Domestic O&D passengers have increased significantly in FY 2015 in response to the increase in seat capacity and are expected to be only 275,000 lower than the FY 2008 peak of approximately 14.1 million.

*The fares that airlines report to the U.S. DOT are exclusive of many ancillary charges (fees for checked baggage and preferred aircraft seating, for example) and, given the rapid rise in such fees beginning in 2008, increasingly understate the consumer's real cost of airline travel.

Table 15
DOMESTIC PASSENGER DESTINATION PATTERN AND AIRLINE SERVICE
Orlando International Airport

Rank	Origin-destination market	Air miles from Orlando	Percent of domestic O&D passengers In FY 2014	Average scheduled daily nonstop departures in June 2015		
				Network	Low cost carriers	Total
1	New York (a)	944	11.1%	22	20	42
2	Washington, D.C. (b)	760	6.1%	10	15	25
3	Chicago (c)	1,008	5.0%	12	11	23
4	Philadelphia	864	3.8%	8	7	15
5	Boston	1,124	3.2%	2	6	8
6	Detroit	960	2.9%	6	1	7
7	San Juan	1,190	2.8%	--	13	13
8	Dallas/Ft. Worth (d)	984	2.7%	10	4	14
9	Atlanta	405	2.5%	16	9	25
10	Minneapolis-St. Paul	1,313	2.4%	4	1	5
11	Los Angeles (e)	2,216	2.3%	7	1	8
12	Denver	1,547	2.2%	3	6	9
13	Providence	1,075	2.0%	--	6	6
14	Hartford	1,053	2.0%	--	5	5
15	Houston (f)	854	2.0%	7	6	13
16	Buffalo	1,014	1.8%	--	4	4
17	San Francisco (g)	2,441	1.8%	3	--	3
18	Pittsburgh	837	1.6%	--	5	5
19	Milwaukee	1,067	1.4%	--	4	4
20	Indianapolis	830	1.4%	--	4	4
Cities listed			60.8%	111	128	239
Other cities			39.2%	48	77	125
All cities			100.0%	158	205	364

Note: For Fiscal Years ended September 30.

Low cost carriers (LCCs) include Frontier, JetBlue, Southwest/AirTran, Spirit, Sun Country, and Virgin America.

(a) Newark Liberty International, LaGuardia, and John F. Kennedy International airports.

(b) Reagan Washington National, Baltimore/Washington International Thurgood Marshall, and Washington Dulles International airports.

(c) Chicago O'Hare and Midway International airports.

(d) Dallas-Fort Worth International Airport and Love Field.

(e) Los Angeles International, Bob Hope (Burbank), Ontario International, John Wayne (Orange County), and Long Beach airports.

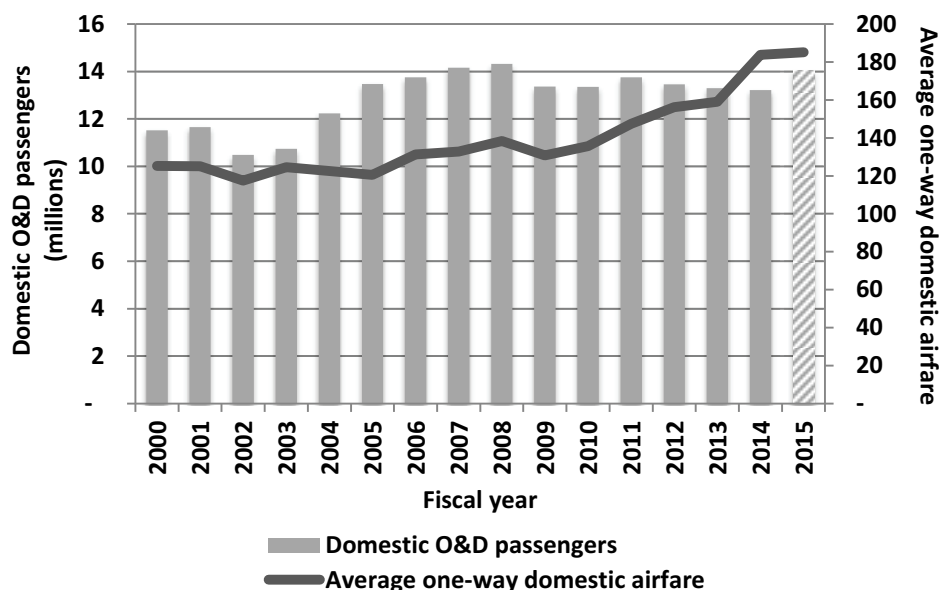
(f) Bush Intercontinental Airport /Houston and William P. Hobby Airports.

(g) San Francisco, Oakland, and Mineta San Jose International airports.

Sources Originating percentage: U.S. Department of Transportation, *Origin-Destination Survey of Airline Passenger Traffic, Domestic*, online database, accessed April 2015.

Departures: OAG Aviation Worldwide Ltd., online database, accessed April 2015.

Figure 14
TRENDS IN DOMESTIC O&D PASSENGERS AND AIRFARES
 Orlando International Airport



Note: Fiscal Years ended September 30.

Average one-way fares shown are net of all taxes, fees, and PFCs, and exclude ancillary fees charged by airlines.

Airfare data for 2015 are for the first quarter of 2015.

Domestic O&D passengers in 2015 were estimated by LeighFisher.

Source: U.S. Department of Transportation, *Origin-Destination Survey of Airline Passenger Traffic, Domestic*, DOT Analyser database, accessed August 2015.

Airline Service

Between 2010 and 2014, passenger airline service at the Airport, in terms of scheduled departing seats, decreased to U.S. destinations but increased considerably to international destinations, albeit on a smaller base, as shown in Table 16. The decrease in domestic service at the Airport reflects the slow recovery from the 2008-2009 economic recession and continued capacity discipline practiced by airlines throughout the United States. Latin America led the growth in seats at the Airport between 2010 and 2014, followed by Canada and Europe.

Between 2014 and 2015, based on advance airline schedules, scheduled departing seats at the Airport are expected to increase more than 8%, with each of the world regions shown in Table 16 showing increases in 2015 over 2010, including service to U.S. destinations. During the first 9 months of FY 2015, new airline service from Orlando was introduced by three airlines—Azul Airlines service to Sao Paulo (Viracopos), Brazil in December 2014, Lan Airlines service to Lima, Peru in June 2015, and Tam Airlines service to Brasilia, Brazil in June 2015. In addition, new service by two airlines is scheduled to begin from Orlando in September 2015—Emirates service to Dubai, United Arab Emirates and Icelandair service to Reykjavik, Iceland.

Table 16
PASSENGER AIRLINE SCHEDULED SERVICE
Orlando International Airport

	Scheduled activity in June of each year					
	Seats			Departures		
	2010	2014	2015	2010	2014	2015
Europe	59,998	79,777	86,477	198	222	241
Latin America						
Caribbean	89,246	102,265	106,544	635	735	758
Central America	24,306	38,248	46,038	180	274	321
Lower South America	6,330	12,488	25,619	30	56	109
Upper South America	<u>4,500</u>	<u>10,170</u>	<u>12,056</u>	<u>30</u>	<u>72</u>	<u>84</u>
Subtotal--Latin America	124,382	163,171	190,257	875	1,137	1,272
North America						
Canada	19,668	29,863	33,025	132	211	224
United States	<u>1,542,351</u>	<u>1,461,580</u>	<u>1,569,196</u>	<u>10,845</u>	<u>9,849</u>	<u>10,429</u>
Subtotal--North America	1,562,019	1,491,443	1,602,221	10,977	10,060	10,653
Total scheduled service	1,746,399	1,734,391	1,878,955	12,050	11,419	12,166
Percent increase (decrease)						
	2010-2014	2014-2015		2010-2014	2014-2015	
Europe	33.0%	8.4%		12.1%	8.6%	
Latin America						
Caribbean	14.6	4.2		15.7	3.1	
Central America	57.4	20.4		52.2	17.2	
Lower South America	97.3	105.1		86.7	94.6	
Upper South America	126.0	18.5		140.0	16.7	
Subtotal--Latin America	31.2	16.6		29.9	11.9	
North America						
Canada	51.8	10.6		59.8	6.2	
United States	(5.2)	7.4		(9.2)	5.9	
Subtotal--North America	(4.5)	7.4		(8.4)	5.9	
Total scheduled service	(0.7)	8.3		(5.2)	6.5	

Note: Advance schedules for 2015 are subject to change.

Source: OAG Aviation Worldwide Ltd., online database, accessed April 2015.

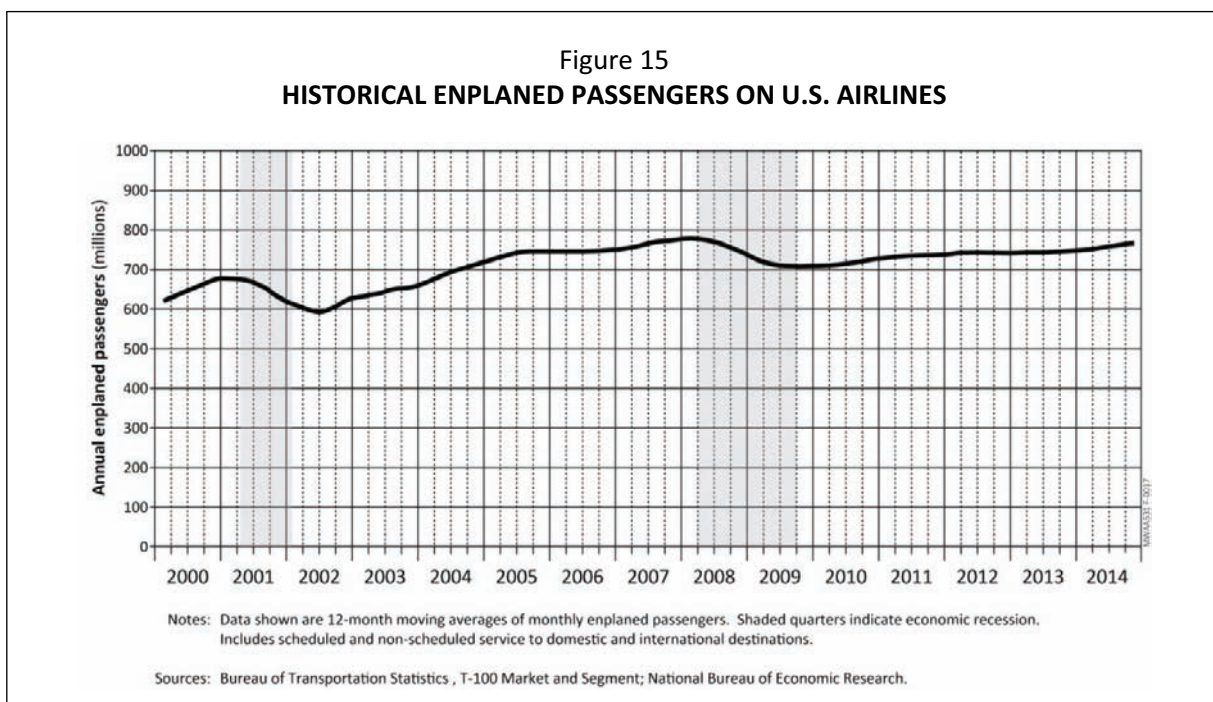
KEY FACTORS AFFECTING FUTURE AIRLINE TRAFFIC

In addition to the economy and demographics of the Airport service region, discussed earlier, key factors that will affect future airline traffic at the Airport include:

- Economic and political conditions
- Financial health of the airline industry
- Airline service and routes
- Airline competition and airfares
- Availability and price of aviation fuel
- Aviation safety and security concerns
- Capacity of the national air traffic control system
- Capacity of the Airport

Economic and Political Conditions

Historically, airline passenger traffic nationwide has correlated closely with the state of the U.S. economy and levels of real disposable income. As illustrated in Figure 15, recession in the U.S. economy in 2001 and 2008-2009 and associated high unemployment reduced discretionary income and contributed to reduced airline travel demand in those years.



With the globalization of business and the increased importance of international trade and tourism, the U.S. economy has become more closely tied to worldwide economic, political, and social conditions. As a result, international economics, trade balances, currency exchange rates, political relationships, and hostilities all influence passenger traffic at major U.S. airports. Sustained future increases in passenger traffic at the Airport will depend on stable international conditions as well as national and global economic growth.

Financial Health of the Airline Industry

The number of passengers using the Airport will depend partly on the profitability of the U.S. airline industry and the associated ability of the industry and individual airlines to make the necessary investments to provide service.

As a result of the 2001 economic recession, the disruption of the airline industry that followed the September 2001 attacks, increased fuel and other operating costs, and price competition, the industry experienced huge financial losses. In 2001 through 2005, the major U.S. passenger airlines collectively recorded net losses of approximately \$61 billion. To mitigate those losses, all of the major network airlines restructured their route networks and flight schedules and reached agreement with their employees, lessors, vendors, and creditors to cut costs, either under Chapter 11 bankruptcy protection or the possibility of such. Between 2002 and 2005, Delta Air Lines, Northwest Airlines, United Airlines, and US Airways all filed for bankruptcy protection and restructured their operations.

In 2006 and 2007, the U.S. passenger airline industry as a whole was profitable, recording net income of approximately \$23 billion, but in 2008, as oil and aviation fuel prices increased to unprecedented levels, the industry experienced a profitability crisis. In 2008 and 2009, the U.S. passenger airline industry recorded net losses of approximately \$27 billion. The industry responded by, among other actions, grounding less fuel-efficient aircraft, eliminating unprofitable routes and hubs, reducing seat capacity, and increasing airfares. Between 2007 and 2009, the U.S. passenger airlines collectively reduced domestic capacity (as measured by available seat-miles) by approximately 10%.

In 2010 through 2013, the U.S. passenger airline industry as a whole recorded net income of approximately \$15 billion, in spite of sustained high fuel prices, by controlling capacity and nonfuel expenses, increasing airfares, recording high load factors, and increasing ancillary revenues.* Over the four years 2009 to 2013, the airlines collectively increased domestic seat-mile capacity by an average of just 1.0% per year.** American filed for bankruptcy protection in 2011. In 2014, the U.S. passenger airline industry reported net income of approximately \$7.4 billion, assisted by reduced fuel prices in the second half of the year.

Sustained industry profitability will depend on, among other factors, economic growth to support airline travel demand, continued capacity control to allow increased airfares, and stable fuel prices. Consolidation of the U.S. airline industry has resulted from the acquisition of Trans World by American (2001), the merger of US Airways and America West (2005), the merger of Delta and Northwest (2009), the merger of United and Continental (2009), the acquisition of AirTran by Southwest (2011), and the merger American and US Airways (2013). Such consolidation has resulted in four airlines (American, Delta, Southwest, and United) accounting for approximately 72% of domestic seat capacity in 2014 and is expected by airline industry analysts to contribute to industry profitability. However, any resumption of financial losses could cause U.S. airlines to seek bankruptcy protection or liquidate. The liquidation of any of the large network airlines would drastically affect airline service at certain connecting hub airports, present business opportunities for the remaining airlines, and change airline travel patterns nationwide.

*U.S. Department of Transportation, Bureau of Transportation Statistics, Schedule P1.2, www.transtats.bts.gov, accessed August 2015.

**U.S. Department of Transportation, Bureau of Transportation Statistics, T-100 Market and Segment, www.transtats.bts.gov, accessed August 2015.

Airline Service and Routes

Most large airports serve as gateways to their communities and as connecting points. The number of origin and destination passengers at an airport depends on the intrinsic attractiveness of the region as a business and leisure destination, the propensity of its residents to travel, and the airline fares and service provided. The number of connecting passengers, on the other hand, depends entirely on the airline service provided. As discussed in the earlier section, “Enplaned Passengers,” most passengers at the Airport are originating their journeys rather than connecting between flights.

The network airlines have developed hub-and-spoke systems that allow them to offer high-frequency service in many city-pair markets. Because most connecting passengers have a choice of airlines and intermediate airports, connecting traffic at an airport depends on the route networks and flight schedules of the airlines serving that airport and competing hub airports. Since 2003, as the U.S. airline industry has consolidated, airline service has been or is being drastically reduced at many former connecting hub airports, including those serving St. Louis (American 2003-2005), Dallas-Fort Worth (Delta 2005), Pittsburgh (US Airways 2006-2008), Las Vegas (US Airways 2007-2010), Cincinnati (Delta 2009-2011), Memphis (Delta 2011-2013), and Cleveland (United 2014).

Airline Competition and Airfares

Airline fares have an important effect on passenger demand, particularly for relatively short trips for which the automobile and other travel modes are potential alternatives, and for price-sensitive “discretionary” travel. The price elasticity of demand for airline travel increases in weak economic conditions when the disposable income of potential airline travelers is reduced. Airfares are influenced by airline capacity and yield management; passenger demand; airline market presence; labor, fuel, and other airline operating costs; taxes, fees, and other charges assessed by governmental and airport agencies; and competitive factors. Future passenger numbers, both nationwide and at the Airport, will depend, in part, on the level of airfares.

Overcapacity in the industry, the ability of consumers to compare airfares and book flights easily via the Internet, and other competitive factors combined to reduce airfares between 2000 and 2005. During that period, the average domestic yield for U.S. airlines decreased from 14.9 cents to 12.7 cents per passenger-mile. In 2006 through 2008, as airlines reduced capacity and were able to sustain fare increases, the average domestic yield increased to 14.8 cents per passenger-mile. In 2009, yields again decreased, but, beginning in 2010, as airline travel demand increased and seat capacity was restricted, yields increased to 18.2 cents per passenger-mile by 2014.* Beginning in 2006, ancillary charges have been introduced by most airlines for services such as checked baggage, preferred seating, in-flight meals, and entertainment; thereby increasing the effective price of airline travel more than these yield figures indicate.

Availability and Price of Aviation Fuel

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. Figure 16 shows the historical fluctuation in fuel prices since 2000. Beginning in 2003, fuel prices increased as a result of the invasion and occupation of Iraq; political unrest in other oil-producing countries; the

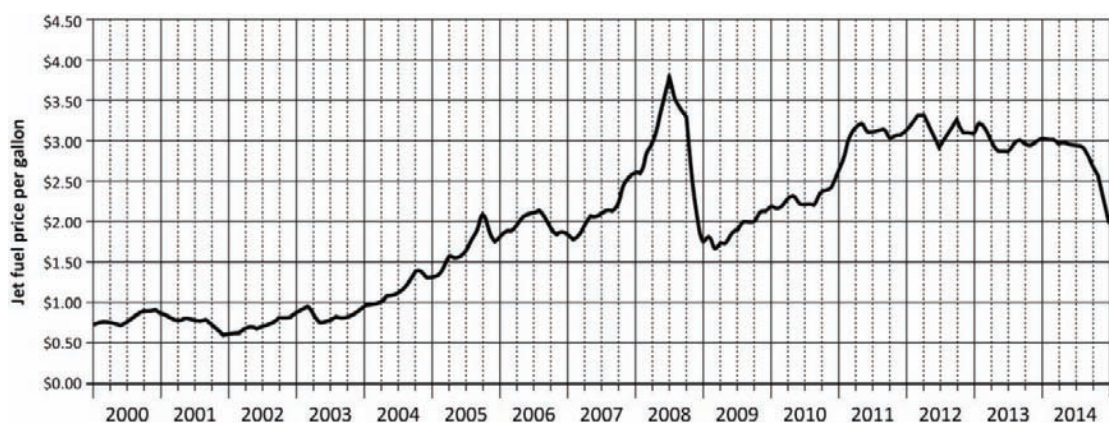
*U.S. Department of Transportation, *Origin-Destination Survey of Airline Passenger Traffic, Domestic*, OAG DOT Analyser online database, accessed August 2015.

growing economies of China, India, and other developing countries; and other factors influencing the demand for and supply of oil. By mid-2008, average fuel prices were three times higher than they were in mid-2004 and represented the largest airline operating expense, accounting for between 30% and 40% of expenses for most airlines. Fuel prices fell sharply in the second half of 2008 as demand declined worldwide, but have since increased as global demand has increased. Since early 2011, fuel prices have been relatively stable, partly as a result of increased supply from U.S. domestic production, although political instability and conflicts in North Africa and the Middle East have contributed to volatility. As of mid-2014, average aviation fuel prices were approximately three times the prices prevailing at the end of 2003. Since mid-2014, average aviation fuel prices have decreased 30%, reflecting continued growth in U.S. oil production, strong global supply, and weakening outlooks for the global economy and oil demand growth.

Airline industry analysts hold differing views on how oil and aviation fuel prices may change in the near term, particularly since an increase in supply from the U.S. and other oil producers has resulted in recent oil price declines relative to 2013 levels. Nevertheless, there is widespread agreement that fuel prices will continue to be volatile and are likely to increase over the long term as global energy demand increases in the face of finite and increasingly expensive oil supplies.

Aviation fuel prices will continue to affect airfares, passenger numbers, airline profitability, and the ability of airlines to provide service. Airline operating economics will also be affected as regulatory costs are imposed on the airline industry as part of efforts to reduce aircraft emissions contributing to global climate change.

Figure 16
HISTORICAL AVIATION FUEL PRICES



Source: Bureau of Transportation Statistics F41 Schedule P12A as of 3/20/2015.

Aviation Safety and Security Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions influence passenger travel behavior and airline travel demand. Anxieties about the safety of flying and the inconveniences and delays associated with security screening procedures lead to both the avoidance

of travel and the switching from air to surface modes of transportation for short trips. Public health and safety concerns have also affected airline travel demand from time to time.

Safety concerns in the aftermath of the September 2001 attacks were largely responsible for the steep decline in airline travel nationwide in 2002. Since 2001, government agencies, airlines, and airport operators have upgraded security measures to guard against changing threats and maintain confidence in the safety of airline travel. These measures include strengthened aircraft cockpit doors, changed flight crew procedures, increased presence of armed sky marshals, federalization of airport security functions under the Transportation Security Administration (TSA), more effective dissemination of information about threats, more intensive screening of passengers and baggage, and deployment of new screening technologies.

Historically, airline travel demand has recovered after temporary decreases stemming from terrorist attacks or threats, hijackings, aircraft crashes, public health and safety concerns, and international hostilities. Provided that precautions by government agencies, airlines, and airport operators serve to maintain confidence in the safety of commercial aviation without imposing unacceptable inconveniences for airline travelers, it can be expected that future demand for airline travel at the Airport will depend primarily on economic, not safety or security, factors.

Capacity of the National Air Traffic Control System

Demands on the national air traffic control system have, in the past, caused delays and operational restrictions affecting airline schedules and passenger traffic. The FAA is gradually implementing its Next Generation Air Transport System (NextGen) air traffic management programs to modernize and automate the guidance and communications equipment of the air traffic control system and enhance the use of airspace and runways through improved air navigation aids and procedures. Since 2007, airline traffic delays have decreased as a result of reduced numbers of aircraft operations, but, as airline travel increases in the future, flight delays and restrictions may be expected.

Capacity of the Airport

In addition to any future constraints that may be imposed by the capacity of the national air traffic control system, future growth in airline traffic at the Airport will depend on the capacity at the Airport itself. The forecast is conditioned on the assumption that, during the forecast period, neither available airfield or terminal capacity, nor demand management initiatives, will constrain traffic growth at the Airport.

ENPLANED PASSENGER FORECAST

Forecasts of enplaned passengers and landed weight at the Airport were developed taking into account analyses of the economic basis for airline traffic, analyses of historical airline traffic, and an assessment of the key factors that may affect future airline traffic, as discussed in earlier sections. In general, it was assumed that, in the long term, changes in airline traffic at the Airport will occur largely as a function of the role of the Orlando MSA as a major destination market, growth in the population and economy of the Orlando MSA, and changes in airline service. It was also assumed that continued development of airline service at the Airport will not be constrained by the availability of aviation fuel, long-term limitations in airline aircraft fleet capacity, limitations in the capacity of the air traffic control system or the Airport, or government policies or actions that restrict growth. Also

considered were recent and potential developments in the national economy and in the air transportation industry as they have affected or may affect airline traffic at the Airport.

Underlying Assumptions

From FY 2015 through FY 2022, passenger numbers at the Airport are forecast to increase gradually on the basis of the following assumptions:

- The economy of the Orlando MSA will increase at a rate comparable to or greater than that of the State and nation as a whole.
- Orlando will continue to be a major destination market for U.S. leisure and business travelers and a top global destination market for tourism, meetings, and conventions.
- Hotel infrastructure development will be sufficient to accommodate the growth in visitors to the Orlando MSA, including the addition of 11,000 new hotel rooms by 2018.
- Port Canaveral's cruise business will increase by 50% in the next 4 to 5 years and support overall economic growth in the Orlando MSA.
- The Orlando MSA's economy will continue to be more diversified, including the development of business services, advanced technologies, film and digital media, life sciences and healthcare, and aviation, aerospace, and defense.
- The Airport will continue to be primarily an origin-destination airport and the small percentage of passengers connecting at the Airport will not change materially.
- The airlines serving the Airport will continue to be diverse, including low cost carriers, network airlines, and foreign-flag carriers, and provide sufficient capacity to support passenger traffic growth at the Airport.
- There will be no major disruption of airline service or airline travel behavior as a result of international hostilities or terrorist acts or threats.
- Downward pressure on aviation fuel prices will continue in 2015 and 2016, with fuel prices returning to levels that are historically high but lower than the record prices reached in mid-2008.
- Competition among the airlines serving the Airport will ensure the continued availability of competitive airfares.
- The U.S. economy will experience sustained GDP growth averaging between 2.0% and 2.5% per year.

Enplaned Passengers

In FY 2015, the numbers of enplaned passengers at the Airport are estimated to total 18.9 million, a 7.5% increase from the FY 2014 number, reflecting actual data for the first 8 months of FY 2015 (October 2014 through May 2015) and published flight schedules for the Airport.

In FY 2016, enplaned passengers are forecast to total 19.9 million, a 5.6% increase from the FY 2015 number, reflecting full-year activity for new airline service started in the last half of FY 2015 and new airline service starting in FY 2016 reported by GOAA management.*

From FY 2015 through FY 2022, the numbers of passengers enplaned at the Airport are forecast to increase an average of 2.8% per year, reaching approximately 22.8 million in FY 2022, as shown on Figure 17. In its most recent *Terminal Area Forecast* for the Airport (published February 2015), the FAA forecasts an average annual increase of 3.0% in the number of enplaned passengers over the same period.

Landed Weight

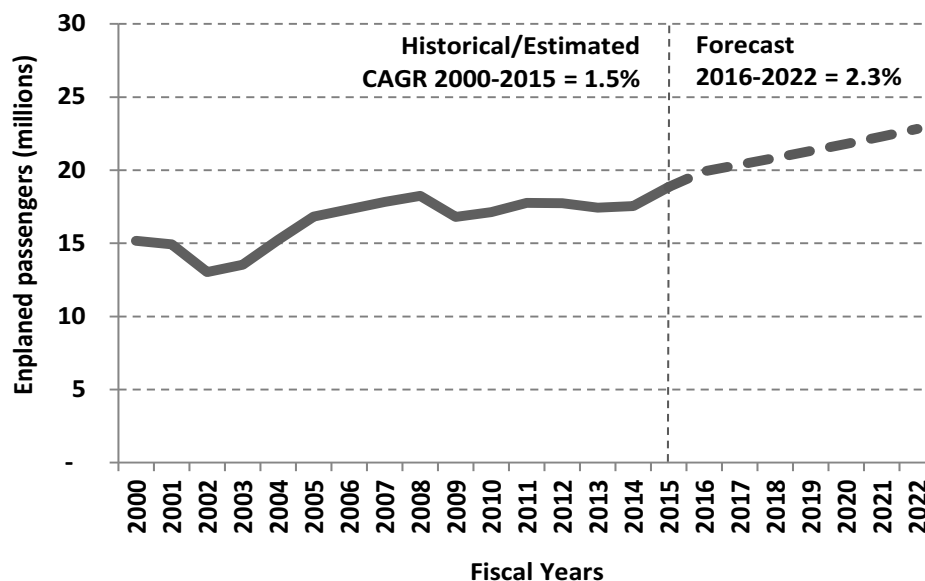
In FY 2015, aircraft landed weight at the Airport is estimated to total 21.7 million 1,000-pound units, a 5.1% increase from the FY 2014 number, reflecting actual data for the first 8 months of FY 2015 (October 2014 through May 2015).

In FY 2016, aircraft landed weight is forecast to total 22.8 million 1,000-pound units, a 5.0% increase from the FY 2015 number, reflecting the changes in passenger airline service noted above.

From FY 2015 through FY 2022, aircraft landed weight at the Airport is forecast to increase an average of 2.5% per year to 25.8 million 1,000-pound units in FY 2022. The forecast rate of growth in landed weight (2.5% per year on average) is lower than that for enplaned passengers, reflecting an assumed gradual increase in the enplaned passenger load factors at the Airport.

*Orlando International Airport, www.orlandoairports.net/marketing/new_service.htm.

Figure 17
HISTORICAL AND FORECAST ENPLANED PASSENGERS
 Orlando International Airport



Note: For Fiscal Years ending September 30.

CAGR = Compound annual growth rate

This forecast was prepared on the basis of the information and assumptions given in the text. The achievement of any forecast is dependent upon the occurrence of future events which cannot be assured. Therefore, the actual results may vary from the forecast and the variance could be material.

Sources: Historical—Greater Orlando Aviation Authority.

Estimated and Forecast—LeighFisher, July 2015.

Table 17
AIRLINE TRAFFIC FORECASTS
Orlando International Airport
FY 2014 – FY 2022

	Historical FY 2014	Estimated FY 2015 (a)	Forecast							CAGR FY 2015- FY 2022
			FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	
Enplaned passengers (thousands)										
Domestic										
Low cost carriers	7,454	8,765	8,984	9,164	9,347	9,534	9,724	9,919	10,117	2.1%
Network airlines (b)	7,951	7,558	7,747	7,902	8,060	8,221	8,386	8,553	8,722	2.1
Regional airlines	<u>73</u>	<u>109</u>	<u>110</u>	<u>112</u>	<u>113</u>	<u>114</u>	<u>115</u>	<u>116</u>	<u>119</u>	1.0
Subtotal—domestic	15,478	16,432	16,841	17,177	17,519	17,869	18,225	18,588	18,959	2.1
International	<u>2,057</u>	<u>2,418</u>	<u>3,073</u>	<u>3,199</u>	<u>3,321</u>	<u>3,447</u>	<u>3,580</u>	<u>3,718</u>	<u>3,863</u>	6.9
Total	17,535	18,850	19,915	20,376	20,840	21,316	21,805	22,307	22,822	2.8
Annual percent increase (decrease)	0.5%	7.5%	5.6%	2.3%	2.3%	2.3%	2.3%	2.3%	2.3%	
Landed weight (1,000-pound units)										
Passenger airlines										
Domestic										
Network airlines (b)	8,429,319	8,267,477	8,303,392	8,443,961	8,586,910	8,732,280	8,880,112	9,030,448	9,173,826	1.5
Regional airlines	<u>108,587</u>	<u>158,778</u>	<u>176,835</u>	<u>178,067</u>	<u>179,308</u>	<u>180,558</u>	<u>181,817</u>	<u>183,084</u>	<u>193,864</u>	2.5
Subtotal—domestic	16,938,830	17,556,910	17,838,654	18,138,987	18,444,395	18,754,963	19,070,779	19,391,932	19,718,512	1.7
International	<u>2,967,259</u>	<u>3,399,676</u>	<u>4,200,383</u>	<u>4,371,832</u>	<u>4,536,633</u>	<u>4,708,864</u>	<u>4,888,906</u>	<u>5,077,166</u>	<u>5,274,069</u>	6.5
Total—passenger airlines	19,906,089	20,956,585	22,039,038	22,510,819	22,981,028	23,463,827	23,959,685	24,469,098	24,922,581	2.5
All-cargo airlines	<u>763,962</u>	<u>775,522</u>	<u>779,421</u>	<u>783,318</u>	<u>787,235</u>	<u>791,171</u>	<u>795,127</u>	<u>799,102</u>	<u>803,098</u>	0.5
Total	20,670,050	21,732,107	22,818,459	23,294,137	23,768,263	24,254,998	24,754,812	25,268,200	25,795,678	2.5
Annual percent increase (decrease)	(0.4%)	5.1%	5.0%	2.1%	2.0%	2.0%	2.1%	2.1%	2.1%	

Note: For Fiscal Years ending September 30.

CAGR = Compound annual growth rate

The forecasts presented in this table were prepared using the information and assumptions given in the accompanying text. Inevitably, some of the assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the forecast and actual results, and those differences may be material.

(a) Estimated based on eight months of actual data (October 2014 through May 2015).

(b) Includes charter airlines.

Sources: Historical: Greater Orlando Aviation Authority records.

Estimated and Forecast: Leigh Fisher, July 2015.

FINANCIAL ANALYSIS

FRAMEWORK FOR FINANCIAL OPERATIONS

Under the Greater Orlando Aviation Act, the Authority is charged with operating the Airport as a financially self-sustaining enterprise and is authorized, with the approval of the City of Orlando (the City), to issue revenue bonds, payable solely from Airport System revenues, to pay the costs of acquiring or constructing improvements to the Airport System. The Authority is also authorized to establish and collect rentals, fees, and charges for services and facilities provided by the Airport System and to pledge such revenues to the payment of debt service on revenue bonds.

The Airport is owned by the City and operated by the Authority under an agreement that was recently extended to September 30, 2065. If the agreement with the City is not extended beyond 2065, the City is required to assume all obligations of the Authority, including the obligation to pay Bond debt service from the Revenues of the Airport System.

The Airport is defined as the Airport System under the Bond Resolution. The Authority also operates the Orlando Executive Airport as a general aviation airport. The Orlando Executive Airport does not constitute a part of the Airport System and revenues derived from the operation of the Orlando Executive Airport are not pledged to payment of the Bonds.

Airport Facilities Bond Resolution

The Authority issues Airport Facilities Revenue Bonds (Bonds) pursuant to the Airport Facilities Revenue Bond Resolution under which The Bank of New York Mellon Trust Company, N.A, serves as Trustee, the codified version of which became effective July 31, 2015, as amended and supplemented from time to time and as specifically supplemented by the Supplemental Airport Facilities Revenue Bond Resolution which provides for the issuance of the 2015A Bonds, adopted by the Authority on September 16, 2015 (collectively the Bond Resolution).

Airport Facilities Revenue Bonds are secured by a pledge of and first lien on Revenues of the Airport System. As of October 2, 2015, the principal outstanding on Bonds will be \$732,800,000 (after the October 1, 2015 principal payment).

On June 24, 2015, the Authority approved certain amendments to Bond Resolution (Trustee Amendments), which took effect July 31 when the City and the Trustee approved the changes. On September 16, 2015, the Authority approved other amendments (Consent Amendments), which are expected to be approved by the City on September 21, 2015, and which are subject to required bondholder and other consent.

The Trustee Amendments eliminated obsolete terms and modernized the Bond Resolution from the original resolution adopted June 13, 1978, as amended, and elevated the payment of Subordinated Indebtedness in the Flow of Funds.

The Consent Amendments include, among other things, substantive changes to certain definitions, the additional bonds test, the flow of funds, and the rate covenant, and the addition of a Released Revenues concept, along with numerous other changes. Purchasers of the 2015 Bonds will be required to execute a written consent to the Consent Amendments. Some of the more significant changes are summarized as follows:

1. The revised Additional Bonds test will eliminate the need to satisfy both a historic and a prospective coverage test and, instead, will allow the Authority to satisfy either historical coverage test (as certified by an Authorized Officer of the Authority or an Airport Consultant) or a prospective coverage test (as certified by an Airport Consultant) for the next three Fiscal Years. Under both the new historical and prospective test, the requirement will be that Net Revenues and Subordinated Pledged Revenues are sufficient to satisfy the rate covenant requirements. The revised Additional Bonds test allows the Authority or the Airport Consultant, as applicable to (i) make certain adjustments to Net Revenues for increases in rates, fees and revenues from new facilities and capital improvements, and (ii) use unaudited financial statements if audited financial statements are not available.
2. The revised rate covenant will add "Transfers" and "Subordinated Pledged Revenues" to Net Revenues in computing the debt service coverage requirement along with an additional coverage requirement of 100% of the amounts required to be deposited pursuant to Section 405(2)-(10) of the Amended and Restated Bond Resolution, which essentially covers all debt and debt reserve payments for all liens, plus deposits to the Operation and Maintenance Reserve Account, Renewal and Replacement Fund, and Capital Expenditures Fund. The new definition of "Transfers" will allow the Authority to consider amounts on deposit in the Discretionary Fund limited to no more than 25% of the Debt Service payable in a particular Fiscal Year as essentially rolling coverage to meet the 125% coverage requirement calculation.
3. A new definition of "Pledged Revenues" will be added and will include the term "Available Revenues" so that the Authority may designate certain funds to secure only the Series of Bonds to which they are pledged by Supplemental Resolution. A definition for "Available Revenues" will be added so that certain items not currently considered "Revenues" may be designated by the Authority by Supplemental Resolution in the future and used to pay principal and interest on Bonds, with the Debt Service paid from such Available Revenues being disregarded.
4. A definition for "Released Revenues" will be added so that certain categories of income, receipts and other revenues of the Airport System may be designated as such by Supplemental Resolution and excluded from the definition of "Revenues" (and therefore "Pledged Revenues") upon meeting certain conditions and rate covenant ratios.
5. The definition of "Debt Service" will be revised to add rules for purposes of determining the amount of Debt Service in any Fiscal Year in connection with (i) certain amounts irrevocably deposited with and held by the Trustee or another fiduciary exclusively to pay principal of and/or interest on Bonds, (ii) the treatment of Available Revenues (including Available PFC Revenues) irrevocably committed or other amounts actually deposited with the Trustee for the purpose of paying Debt Service on Bonds, and (iii) the payment or expected payment of Debt Service on Bonds from cash subsidies or other similar payments made or expected to be made by the U.S. Treasury or other federal or state government entity to or on behalf of the Authority.
6. The definition of "Debt Service Reserve Requirement" will be revised to remove a requirement that the amount established for any Composite Reserve Subaccount or series Reserve Account will not cause any existing rating on any Bonds to be lowered, suspended or withdrawn.

7. A definition of Secondary Subordinated Indebtedness will be added so that a new "third" tier lien is created which is lower in priority of payment than Bonds and Subordinated Indebtedness but higher in priority of payment than deposits to the Capital Expenditures Fund, the Renewal and Replacement Fund, and the Discretionary Fund. The payment of principal and interest on Secondary Subordinated Indebtedness will be inserted into the monthly payment priority from the Revenue Fund as priority (7) (after funding of the Operation and Maintenance Reserve Account). The deposit to any debt service reserve account established for Secondary Subordinated Indebtedness will be inserted into the monthly payment priority from the Revenue Fund as priority (8).
8. New definitions for "Special Purpose Facilities," "Special Purpose Facility Debt" and "Special Purpose Facility Revenues" will be added to allow the authority to pledge specific revenues for projects with owners or operators of certain special facilities and designate by Supplemental Resolution whether or not such facilities constitute part of the Airport System and whether or not the revenues from such project will be included in "Revenues."

At this time, the Authority anticipates receiving the requisite consent of the holders to the Consent Amendments during FY 2018. Accordingly, for purposes of the financial forecasts, it was assumed that FY 2018 would be the first year the Consent Amendments would be in effect. However, it is not possible to predict the actual timing for receipt of the requisite consent of bondholders, which could occur earlier than or subsequent to the currently anticipated timing. The date the Consent Amendments are approved by the requisite percentage of bondholders would affect certain of the assumptions used to forecast debt service coverage under the rate covenant.

Revenues are generally defined as all income and revenues received by the Authority from the operation of the Airport, PFC revenues only to the extent they constitute Available PFC Revenues for the applicable period, and income from Special Purpose Facilities which are not pledged to the payment of obligations issued to finance such Special Purpose Facilities. Revenues do not include, among other things, grants-in-aid for capital projects or CFCs to the extent pledged to repay obligations issued to build rental car facilities. Upon the implementation of the Consent Amendments to the Bond Resolution, Available Revenues (including Available PFC Revenues) that have been irrevocably committed pursuant to a Supplemental Resolution for the purpose of paying principal or interest on Bonds can be disregarded and not included in calculating Debt Service. In addition, under the Consent Amendments CFCs would be excluded from Revenues except to the extent that the Authority specifies them in a Supplemental Resolution as Available CFC Revenues.

Available PFC Revenues are the portion of PFC Revenues received by the Authority for PFC-eligible project costs financed with Bonds equal to 1.25 times the Debt Service accruing during an applicable period for Bonds issued to finance PFC projects. PFC revenues that are not Available PFC Revenues do not constitute Revenues and are not subject to the pledge and lien established by the Bond Resolution. Available PFC Revenues are currently deposited into the Revenue Fund each year and the 25% attributable to rolling coverage flows into the PFC Account in the Discretionary Fund at the end of each Fiscal Year, and then flows back to the PFC Fund. Under the Consent Amendments, Available PFC Revenues will no longer be included in Revenues, but instead be deducted from Debt Service in the amount of 100% of the allocable PFC-eligible Debt Service amount.

Operation and Maintenance Expenses (or O&M Expenses) consist of the Authority's expenses for operation, maintenance, repairs, ordinary replacement, and ordinary reconstruction of the Airport

System but do not include any capital cost or any allowance for depreciation or any operation or maintenance costs for non-Authority-owned Special Purpose Facilities.

Rate Covenant

In Section 711 of the Bond Resolution (the Rate Covenant) the Authority covenants that it will:

...at all times while any Bonds shall be Outstanding, establish, fix, prescribe and collect rates, fees, rentals and other charges for the use of the Airport System as shall be required in order that in each Fiscal Year the Net Revenues less the amounts, if any, required to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund, plus Supplemental Revenues in an amount not to exceed 1.25 times the Aggregate Debt Service on each Series of Bonds secured by such Supplemental Revenues for such Fiscal Year, shall equal at least 1.25 times the sum of the Aggregate Debt Service of the Outstanding Bonds for such Fiscal Year, and in any event, as shall be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues or Available Revenues under the Trust Agreements and the Resolution.

Under the Bond Resolution, at the end of each Fiscal Year, after all deposits that are required to be made into each of the Operation and Maintenance Fund, Bond Fund, O&M Reserve Account, Capital Expenditures Fund, and Renewal & Replacement Fund, the remaining Revenues are deposited into the Discretionary Fund.

Under the Consent Amendments (estimated to take effect in FY 2018), Bonds to which Available Revenues have been irrevocably committed pursuant to a Supplemental Resolution for the purpose of paying principal or interest on such Bonds can be deducted in calculating Debt Service. In addition, Subordinated Pledged Revenues and Transfers and can be added to Net Revenues in computing the debt service coverage requirement along with an addition of an additional coverage requirement of 100% of the amounts required to be deposited pursuant to Sections 405 (2)-(10) of the Bond Resolution, which essentially covers all debt and debt reserve payments for all liens, plus deposits to the Operation and Maintenance Reserve Account, Renewal and Replacement Fund, and Capital Expenditure Fund.

At this time, the Authority has no plans to budget amounts for the Capital Expenditure Fund or Renewal and Replacement Fund.

Additional Bonds Test

Under Section 204 of the Bond Resolution, the Authority is authorized, subject to certain conditions, to issue Additional Bonds for an Additional Project. These conditions require, among other things, that estimates of Net Revenues less amounts, if any, required to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund, and the Renewal and Replacement Fund, shall equal at least 1.25 times Aggregate Debt Service on (1) Outstanding Bonds, (2) the Additional Bonds, and (3) any future bonds that may be required to finance the cost of the Additional Project or any uncompleted Project. The estimates of Net Revenues must satisfy these obligations for each of the three Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Additional Project will be substantially completed and placed in service.

The 2015 Bonds are considered Additional Bonds under the Bond Resolution. We will separately provide, by documentation outside of this report, the information needed from the Airport Consultant pursuant to the Bond Resolution, which the Authority will use to demonstrate compliance with the test for the issuance of Additional Bonds. The Authority is expected to meet the requirements of the Additional Bonds Test.

Flow of Funds

In Section 405 of the Bond Resolution the Authority covenants that all Revenues will be deposited into the Revenue Fund and, from the Revenue Fund, deposited into the various funds and accounts and in order of priority as illustrated in Figure 18 and as described in the later section "Application of Revenues"). Figure 19 illustrates the flow of funds after the Consent Amendments of the Bond Resolution becomes effective, which is expected during FY 2018.

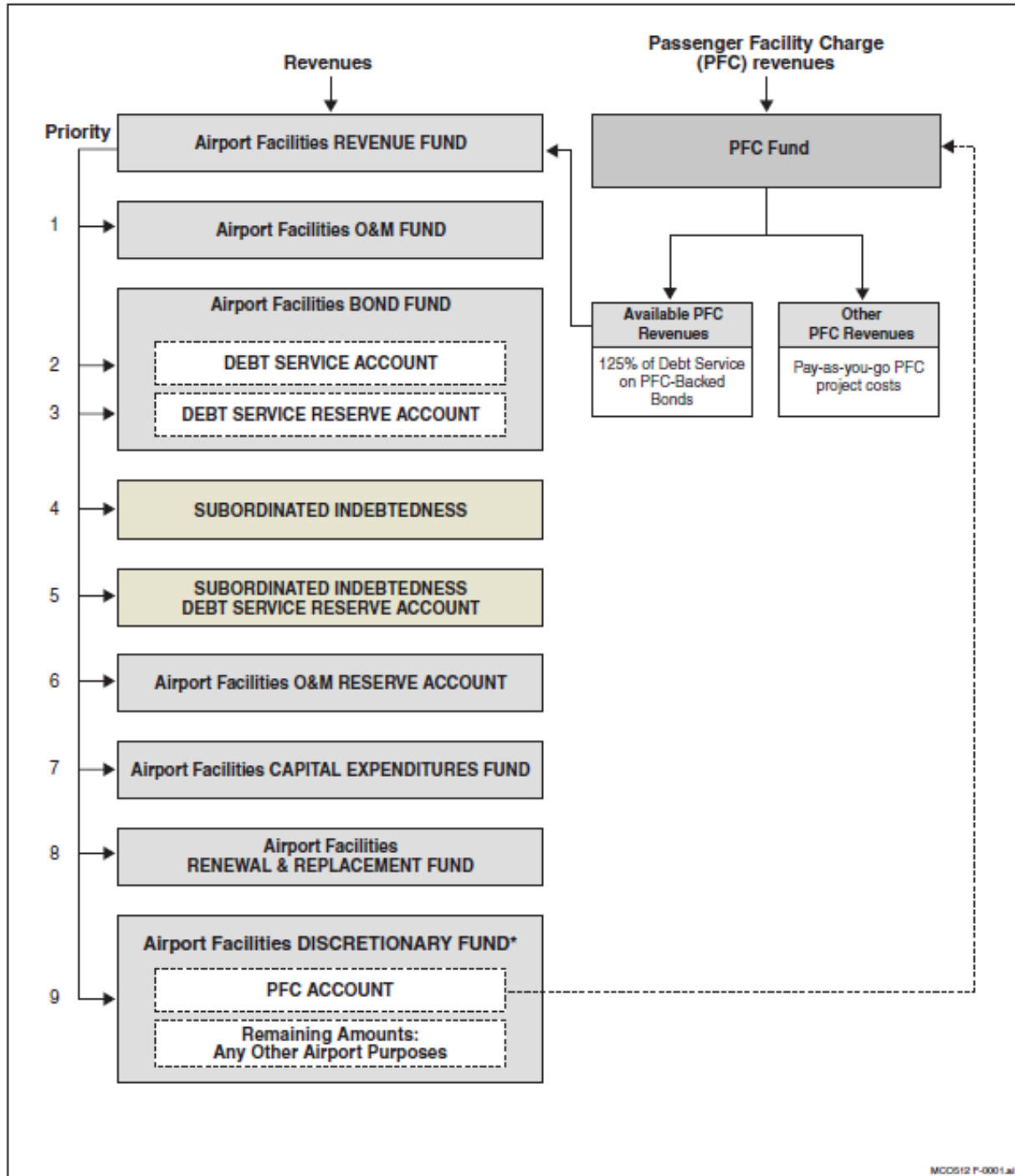
Subordinated Indebtedness

The Authority has the right under the Bond Resolution to issue Subordinated Indebtedness or other obligations that are subordinate to the Bonds as to the pledge of, lien on, and payment from Revenues (the Subordinated Indebtedness). Subordinated Indebtedness is currently comprised of Subordinated Bank Lines of Credit and the 1997B Gulf Breeze Loan.

On August 12, 2015, the Authority terminated its one outstanding interest rate swap agreement with an affiliate of Goldman Sachs relating to the City of Gulf Breeze Capital Funding Revenue Bonds, Series 1997B (1997B Bonds). On August 24, 2015, the Authority prepaid the Gulf Breeze loan and on September 8, 2015 the 1997B Bonds were redeemed. The Authority used proceeds from drawing on the Wells Fargo line of credit (described below) and other available funds to pay for the termination of the Goldman Sachs Swap and retire the 1997B Bonds. The Authority presently expects to issue long-term fixed rate subordinate bonds under a new subordinated indenture during the spring of 2016 and use the proceeds thereof to repay the draw on the Wells Fargo line of credit used to refinance the 1997B Bonds. The subordinate refunding bonds are expected to be structured to result in approximately level debt service and mature in 2027.

In addition to plans to issue new subordinate bonds to refund drawings on the Wells Fargo line of credit, at this time other outstanding Subordinated Indebtedness consists of (1) Series 1998C Gulf Breeze Bonds that mature December 1, 2015 (in FY 2016) and (2) bank lines of credit (as described below). In addition, under a Joint Participation Agreement with the Florida Department of Transportation (FDOT), a \$52.7 million projected future loan with FDOT regarding the Intermodal Transportation Facility (described below) has been included in the financial projections.

Figure 18
FLOW OF FUNDS UNDER THE TRUSTEE AMENDMENTS TO THE BOND RESOLUTION
 Orlando International Airport

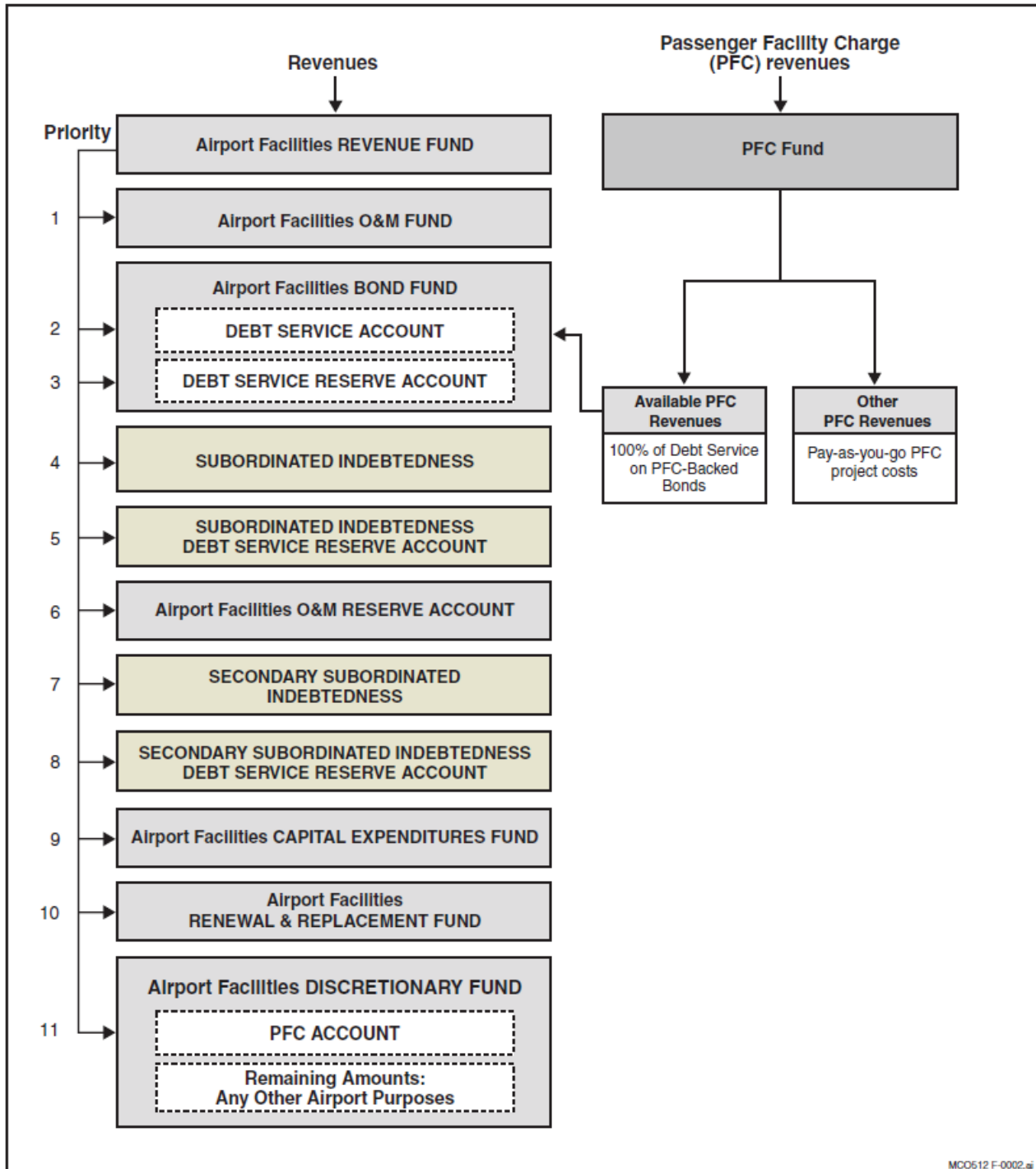


* Secondary Subordinated Indebtedness is payable from the Discretionary Fund.

Source: Airport Facilities Bond Resolution, adopted June 24, 2015.

Prepared by LeighFisher.

Figure 19
**FLOW OF FUNDS UNDER THE FUTURE CONSENT AMENDMENTS TO THE
 BOND RESOLUTION ESTIMATED TO BECOME EFFECTIVE IN FY 2018**
 Orlando International Airport



Bank Lines of Credit

The Authority has two lines of credit (the payment of which is on parity with Subordinated Indebtedness) which the Authority draws upon for interim financing of capital projects in anticipation of the issuance of long term bonds and/or receipt of grants, PFCs, CFCs, Authority funds, and other permanent funding sources. The Authority has a \$200 million subordinate line of credit with Bank of America, N.A., which expires April 1, 2016. On July 31, 2015, the Authority entered into an agreement with Wells Fargo Bank, N.A. to provide a \$250 million line of credit on a subordinated lien basis on parity with other Subordinated Indebtedness, which expires June 29, 2018. The Authority anticipates entering into a new \$100 million line of credit in September 2015 (also Subordinated Indebtedness) for STC interim financing. Following the effectiveness of the Consent Amendments, the lines of credit will become Secondary Subordinated Indebtedness. The Authority intends to continue using the lines of credit for interim financing of capital improvements for certain of the 2013 – 2023 Planned Capital Projects.

The Authority anticipates having the following amounts outstanding on the lines of credit as of September 30, 2015:

Bank of America Line of Credit:	\$43.2 million
Wells Fargo Line of Credit:	\$137.5 million

Special Purpose Facilities Taxable Revenue Bonds

The Authority also has the ability under the Bond Resolution to issue Special Purpose Facility Bonds that can be used for “any capital improvements or facilities acquired or constructed by the Authority from funds other than Revenues or obligations payable from Revenues” and are located within the Airport System.

In October 2009, the Authority issued \$62.8 million of Special Purpose Facilities Taxable Revenue Bonds (the CFC Bonds) to fund a portion of the costs of an expansion and reconfiguration of the rental car facilities at the Airport (the CFC Project). The CFC Bonds were issued under a Trust Indenture between The Bank of New York Mellon Trust Company, N.A., as trustee and the Authority (the CFC Indenture) and are limited obligations of the Authority, payable solely from and secured by a pledge of the CFCs and other funds pledged under the CFC Indenture. The principal amount of such bonds outstanding as of October 2, 2015 will be \$17.6 million.

A rental car CFC was authorized by a resolution of the Authority adopted on August 20, 2008, as amended and restated on August 19, 2009, to be derived from the operation of rental car activities on the Airport. The CFC is currently set at \$2.50 per rental car transaction day, not to exceed five transaction days. CFCs may be used to pay the costs and expenses of financing, designing, constructing, operating, relocating, and maintaining, the rental automobile related facilities, and facilities to be modified, improved, or relocated to accommodate rental automobile related facilities. The Authority has pledged the CFC receipts to pay the costs and expenses of financing, designing, constructing, operating, relocating and maintaining certain rental car facilities at the Airport.

While the CFC Bonds are outstanding (through October 1, 2017), CFCs are not included in the definition of Revenues under the Bond Resolution and are not available to pay principal of and interest on Bonds. When the CFC Bonds have been retired and any other indebtedness or other amounts payable from CFCs have been paid, CFCs will then be included in Revenues and will be available to the Authority for any lawful purpose. However, upon the effectiveness of the Consent Amendments to the Bond Resolution (anticipated in FY 2018), CFCs will be excluded from Revenues except to the extent that the Authority designates all or a portion thereof in a Supplemental Resolution as Available CFC Revenues.

Passenger Facility Charge Program

PFCs are fees imposed on enplaned passengers by airport sponsors to generate revenues for eligible airport projects that increase capacity, enhance competition among and between air carriers, enhance safety or security, or mitigate noise impacts. PFCs were authorized by Title 49 U.S.C. §40117. Airport sponsors are authorized to collect PFCs in the amount up to \$4.50 per enplaning passenger.

As shown on Table 18, the Authority has received approval from the FAA to collect and use PFCs for a total of \$2.8 billion in collection authority. Through September 30, 2014, PFC revenues received by the Authority, including investment earnings, totaled \$1.06 billion, of which \$863 million had been expended on approved project costs.

The Authority is currently authorized to impose a PFC of \$4.50 per enplaned passenger at the Airport until it reaches total collections of \$1.67 billion (estimated to occur in FY 2022) when the authorized PFC level would decline to \$3.00 per enplaned passenger for PFC 11, 13, and 14, then increase to \$4.50 for PFC 15 and 16, and decline again to \$3.00 for PFC 17. However, the Authority expects to amend and/or blend its existing PFC applications and submit a new application to fund portions of the STC and maintain a collection level of \$4.50 per enplaned passenger throughout the forecast period.

Table 18
APPROVED PASSENGER FACILITY CHARGES
Orlando International Airport

Application Number	PFC Level	Collection Authority	Collections Through 9/30/2014	Expenditures ¹ Through 9/30/2014	Cummulative Collection Authority
92-01-C-05-MCO (Closed)	\$3.00	\$ 34,100	\$ 34,100	\$ 34,100	\$ 34,100
93-02-C-01-MCO (Closed)	\$3.00	8,140	8,140	8,140	42,240
95-03-C-02-MCO (Closed)	\$3.00	18,638	18,638	18,638	60,878
96-04-C-08-MCO (Closed)	\$3.00	58,846	58,846	58,846	119,723
98-05-C-05-MCO (Closed)	\$3.00	114,472	114,472	114,472	234,195
99-06-C-02-MCO	\$3.00	115,294	115,294	71,568	349,489
00-07-C-03-MCO	\$3.00	181,272	181,272	71,725	530,760
00-08-C-01-MCO	\$4.50	253,633	253,633	31,477	784,393
02-09-C-06-MCO	\$4.50	130,797	130,797	94,689	915,190
05-10-C-10-MCO	\$4.50	749,304	145,995	283,255	1,664,494
07-11-C-01-MCO	\$3.00	49,330	-	22,039	1,713,824
09-13-C-02-MCO ²	\$3.00	227,788	-	25,933	1,941,612
11-14-C-01-MCO	\$3.00	28,452	-	14,534	1,970,064
13-15-C-00-MCO	\$4.50	189,995	-	12,642	2,160,059
13-16-C-00-MCO	\$4.50	232,500	-	-	2,392,559
13-17-C-00-MCO	\$3.00	396,492	-	499	2,789,050
Total Authority		\$ 2,789,050	\$ 1,061,186	\$ 862,556	\$ 2,789,050

1. Expenditures for each application may commence upon notification of the approval of the application. For reporting purposes, PFC collections are reported as applied to each application in order of the applications until the collection authority amount has been met for each application. As a result of this reporting method, there are allowable expenditures reported for applications that may not show collections directly assigned to them.
2. PFC Application #12 was proposed by the Authority to combine PFC Applications #8 through #11 with no impact on total collection authority.

Airline Rate Resolution and Rate and Revenue Sharing Agreement

On October 16, 2013, the Authority adopted a resolution (the Rate Resolution) that (1) establishes the terms and conditions for airlines operating at the Airport, (2) establishes the methodology for setting certain airline rates and charges for use of the Airport, and (3) authorizes the Authority's Executive Director to enter into Letters of Authorization with airlines for the use and occupancy of terminal space at the Airport. Prior to the start of each Fiscal Year, the Authority establishes rates to be in effect for the subsequent Fiscal Year.

The documents underlying the airline ratemaking regime include:

1. Rate Resolution
2. Rate Methodology
3. Operating Permit
4. Letter of Authorization (LOA)
5. Rate and Revenue Sharing Agreement
6. Authority Policies and Procedures

Together these documents take the place of the previous Airline-Airport Lease and Use Agreement.*

Each commercial service airline operating at the Airport is required to execute an Operating Permit and is offered the opportunity to execute a LOA to commit to lease certain exclusive or preferential space and obtain the benefit of rates that are calculated on a square footage basis (i.e., fixed monthly charge for assigned space). LOAs are also available to airlines wishing to rent space other than holdrooms, ticket counters, bag make-up, and apron areas. Space (other than Exclusive Premises) not subject to an LOA may be used by airlines on a common use basis, but is charged on a per-turn fee or other activity basis.

The Rate Resolution, Rate Methodology, Operating Permits, and LOAs set forth the (1) the applicable rates and charges for airline use of airfield and terminal facilities at the Airport; (2) the space, if any, assigned to each airline on an exclusive or preferential use basis for its use; (3) the timing and manner of required payments of rates and charges; and (4) other applicable operating conditions and requirements at the Airport.

Cost Centers. Under the Rate Resolution, the Authority has established Cost Centers to track revenues and expenses that are used in the calculation of airline and nonairline rates and charges. The Authority accounts for all operating revenues, and for direct operating expenses, on the basis of these Cost Centers. In addition, the Authority incurs certain indirect expenses, which are allocated to the Cost Centers based on the estimated usage by cost center. The following direct cost centers are used in the calculation of airline rates and charges:

- Airfield - those portions of the Airport providing for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, runway protection zones, safety areas, infield areas, landing and navigational aids, service roads, fencing, buffer areas, fuel farm, fuel hydrant and delivery systems, clear zones, avigation or other easements, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any property purchased for noise mitigation purposes.
- Terminal Apron -- areas of the Airport that are designated for the parking of passenger aircraft and support vehicles, and the loading and unloading of passenger aircraft.

*Capitalized terms in this section of the report and not otherwise defined have the meanings given to such terms in the Rate Resolution and Rate and Revenue Sharing Agreement.

- Terminal -- the passenger terminal building, including all landside and airside passenger terminal facilities, associated curbside entrance areas, and people mover systems, which will include the STC upon completion.
- Ground Transportation -- areas on the Airport for public automobile parking, automobile rental agencies, taxi, bus and limousine parking areas, and other nonaeronautical transportation related accommodations and services for the public arriving at or leaving the Terminal, which will include the South APM Complex and ITF upon completion.
- Hotel -- the hotel facility, including guest rooms, meeting rooms restaurants and lobby areas, located in the landside terminal building.
- Other Buildings and Grounds -- all other facilities that are not included in the other direct cost centers at OIA, including the Tradeport area, Heintzelman area, the perishables center, air cargo buildings, airline maintenance and training facilities, and general aviation hangars, buildings, and aprons.
- Orlando Executive Airport. The general aviation reliever airport.

Within the Terminal, the revenues and expenses associated with Airline Equipment for loading bridges (pre-conditioned air, ground power/400Hz, potable water, fire bottles and related equipment) and baggage systems are separately tracked. The Authority also separately tracks O&M Expenses and O&M Reserve Requirement (Operating Expenditures) associated with the FIS facilities.

Rate Methodology. The Authority's compensatory rate methodology is designed to recover from the air carriers using the Airport their fairly allocated share of Airport costs in accordance with U.S. DOT policy and applicable law.

The calculation of Landing Fees is based on a cost center residual method that credits to the Airfield Cost Center non-airline Revenues derived from Airfield use. The calculation of the Terminal Premises Rate is based upon a commercial compensatory method that allocates to the Airlines the cost of the space they use plus their proportionate share of the costs of non-rentable Terminal space.

Rate Base Costs. The allocable costs included in the total requirement for calculating the Terminal Premises Rate, Landing Fee Rate, and Apron Use Fee Rate consist of the following:

1. Total direct and indirect O&M Expenses and O&M Reserve Requirement (Operating Expenditures).
2. Debt Service net of Available PFC Revenues.
3. Amortization of Authority-funded assets (computed net of amounts funded with the proceeds of Bonds, PFCs, and grants-in-aid) amortized over the economic life of the capital item. Under the Rate Resolution, no imputed interest is included in the calculation of Amortization charges.

Landing Fee Rate. The Landing Fee Rate is established according to a cost center residual methodology to recover all Airfield costs net of Airfield revenues generated from users other than Airlines. The Airfield Requirement is computed by summing the rate base costs identified above for the Airfield. From this amount, Airfield revenues other than Landing Fees assigned to Airfield are

deducted to yield the Net Airfield Requirement. The Net Airfield Requirement is divided by the landed weight of all Airlines to determine the Landing Fee Rate.

Apron Use Fee. The Apron Use Fee is established under a compensatory ratemaking methodology where the fee is calculated to recover the average cost for each of the 93 gates in the Terminal Apron Cost Center. The Terminal Apron Requirement is computed by summing the rate base costs identified above for the Terminal Apron. From this amount, the Terminal Apron Requirement Allocable to Remote RON Parking is deducted to yield a Net Terminal Requirement, which is divided by total gates to yield the Apron Use Fee per gate.

Terminal Fees and Charges. The airline Terminal Premises Rate is established under a commercial compensatory ratemaking methodology where the rate is calculated to recover the average cost of each square foot of Rentable Space in the Terminal Cost Center. (Rentable Space is the total amount of space, in square feet, available for rent in the Terminal, including to airlines, concessions, and other rent-paying tenants.) The Terminal Requirement is computed by summing the rate base costs identified above for the Terminal. From this amount, Miscellaneous Direct Reimbursements, Airline Equipment Requirement, Baggage System Operating Expenditures, and the FIS Requirement are deducted to yield a Net Terminal Requirement, which is divided by total Rentable Space to yield the Terminal Premises Rate.

The Authority intends to equalize the terminal rental rates between the NTC and STC such that the capital and operating costs of both facilities are included in a single rate base. In addition, the Authority intends to continue its practice of equalizing the rental requirement for holdrooms. All gates will be charged the same rate regardless of the number of square feet in each gate/holdroom. The total square footage of all holdroom space in both terminals would be divided by the number of operational gates in both terminals to yield an average holdroom size.

Airline rates and charges are established annually by budget. At the end of each Fiscal Year, the Authority calculates "true-up" rates based on actual expenses and activity and debits or credits the difference to the Participating Airlines.

Basis of Use. Under the Rate Resolution and LOAs, Airlines that sign LOAs and are assigned designated space (Committed Premises) within the Terminal for their use on an exclusive or preferential use basis and Airlines that are assigned Exclusive Use Premises not subject to an LOA are charged the applicable Terminal Premises Rate for their use of such space. All gates are charged the same rate regardless of the number of square feet in each gate/holdroom. All other space is assigned for use on a per-turn or other activity basis and subject to the applicable rates for use. Airlines must pay the Authority for their use and occupancy of the Airfield, Terminal Apron, and Terminal pursuant to rates and charges established each Fiscal Year, including Landing Fees, monthly charges for Committed Premises and other assigned Exclusive Use Premises, Facility Fees, FIS Fees, Airline Equipment Charges, Apron Use Fees, and Common Use Baggage Charges.

Revenue Sharing. Under the Rate and Revenue Sharing Agreement, airlines that (a) commit to the preferential assignment of at least one gate and associated space through September 30, 2016, and (b) agree not to challenge the rate methodology set forth in the Rate Resolution and not to finance or otherwise participate in any challenge of the rate methodology for FY 2014 through FY 2016, are entitled to obtain the benefits of revenue-sharing (the Participating Airlines). As set forth in the Rate and Revenue Sharing Agreement, Net Shared Revenues are equal to (a) all Revenues generated by the operation of the Airport for a Fiscal Year (excluding Revenues generated from Airport Exclusive

Revenue Sources) less (b) all Debt Service and Operating Expenditures (including Operating Reserve Requirements) in excess of \$45 million in FY 2014, \$50 million in FY 2015, and \$55 million in FY 2016.

Most of the airlines serving the Airport entered into the Rate and Revenue Sharing Agreement as shown in Table 19. The Participating Airlines account for 95% of the passenger market share at the Airport.

Table 19 PARTICIPATING AIRLINES Orlando International Airport (as of October, 2015)			
AeroMexico	COPA	Silver	
Air Canada	Delta	Southwest	Virgin Atlantic
American	Frontier	Spirit	WestJet
British Airways	jetBlue	United	
Source: Greater Orlando Aviation Authority.			

The Authority has committed to not change the ratemaking methodology through FY 2016 subject to any changes that might be required by the U.S. Department of Transportation (USDOT), FAA, or court order.

In developing the financial forecasts, it was assumed that the ratemaking procedures under the Rate Resolution would remain in effect through the forecast period. Although the Authority has not entered into any Rate and Revenue Sharing Agreements with a term beyond FY 2016, the Authority has assumed that it would retain Net Revenues up to \$75 million in each of FY 2017 and FY 2018 and \$100 million in FY 2019. Upon the opening of the STC, it was assumed that the Authority would retain all Net Revenues.

RECONCILIATION OF HISTORICAL FINANCIAL RESULTS

Table 20 presents a summary and reconciliation of the historical operating results of the Authority between Generally Accepted Accounting Principles (GAAP) and the Bond Resolution, as obtained from the financial statements for FY 2013 and FY 2014 contained in the Authority's Comprehensive Annual Financial Report, which are prepared on the basis of generally accepted accounting principles.

Table 20
RECONCILIATION OF HISTORICAL FINANCIAL RESULTS
 Greater Orlando Aviation Authority
 For Fiscal Years ended September 30, 2013 and 2014; numbers in thousands)

	2013 ¹	2014
Net Income (per financial statements)		
Operating revenues	\$ 377,858	\$ 396,462
Operating expenses	(209,262)	(215,948)
Operating income before depreciation	\$ 168,596	\$ 180,514
Depreciation	(117,914)	(117,529)
Operating income	\$ 50,682	\$ 62,985
Non-operating revenues (expenses)	16,734	(2,504)
Capital contributions	21,693	31,909
Net Income	\$ 89,109	\$ 92,390
Net Revenues (per Bond Resolution)		
Revenues	\$ 463,377	\$ 418,696
Operations and Maintenance Expenses	(198,191)	(208,394)
Net Revenues	\$ 265,186	\$ 210,302
Required fund deposits	(1,935)	(1,001)
Net Revenues available for debt service	\$ 263,251	\$ 209,301
Reconciliation		
Net income	\$ 89,109	\$ 92,390
Add back:		
Depreciation	117,914	117,529
Interest expense	55,459	46,569
Non-capitalized expenditures from restricted and other accounts	13,689	12,277
Participating Airline revenue sharing	18,932	51,553
Fair Market Value Adjustment	2,800	(1,225)
Deduct:		
Investment income on restricted accounts and Non-trustee Revenue Account	(283)	(473)
Required deposits	(1,935)	(1,001)
Passenger facility charge (PFC) revenues net of debt service	15,845	(47,143)
Customer facility charges	(23,169)	(23,951)
Grant income not available for debt service	(22,392)	(32,340)
Transfer to Project Account from Operation and Maintenance Account	(2,618)	(4,723)
Gain on sale of equipment and Other Non operating	(100)	(161)
Net Revenues available for debt service	\$ 263,251	\$ 209,301

1. For FY 2013, Revenue sharing was with Signatory Airlines and there was a one-time balloon payment on the 2008C Bonds.

Source: Greater Orlando Aviation Authority.

AIRPORT CAPITAL IMPROVEMENT PROGRAM

The Authority has defined a capital improvement program to accommodate existing and forecast passenger demand at the Airport that is based on recommendations in the Airport master plan approved by the Board in November 2014. The capital improvement program (CIP) consists of (1) the FY 2013-2018 CIP, (2) a new South Terminal Complex (STC), and (3) Master Plan projects (FY 2019-2023), which are defined below and collectively referred to as the 2013-2023 Planned Capital Projects. The estimated costs of the 2013-2023 Planned Capital Projects total \$3.1 billion, including allowance for inflation. The Authority also undertakes on an ongoing basis, in addition to the 2013-2023 Planned Capital Projects, major maintenance of assets referred to as Renewal and Replacement Projects.

In FY 2013, the Authority embarked on a five-year capital improvement program to improve airfield, terminal, roadway, parking, and other facilities at the Airport. This FY 2013-2018 CIP was subsequently refined and adopted by the Authority in March 2015 to include projects developed to modify and expand the capacity of the existing North Terminal Complex (NTC), expedite international processing, and improve the overall travel experience. The capacity enhancements, renovations, and expansion for the NTC included in the FY 2013-2018 CIP are designed to increase the capacity limits of various NTC functional elements (e.g., gates, curb, security checkpoint, baggage, etc.) to 40-45 million annual passengers (MAP). The FY 2013-2018 CIP has an estimated cost of \$1.15 billion. The 2015 Project is part of the FY 2013-2018 CIP.

The projects in the 2013-2023 Planned Capital Projects, their estimated costs, and the funding plan are described below and summarized in Table 21. Table 22 shows the estimated capital expenditures by Fiscal Year. Cost estimates were provided by the Authority and its consultants and include allowances for design, construction management, contingencies, and escalation.

Figure 20 presents a site plan for the Airport showing the locations of the NTC, STC, and South APM Complex.

Table 21
SUMMARY OF 2013-2023 PLANNED CAPITAL PROJECTS FUNDING
 Greater Orlando Aviation Authority
 (in thousands)

	Cost Estimate	ESTIMATED FUNDING SOURCES									
		AIP Grants	Non-AIP Grants	GOAA Funds	PFC paygo	Prior PFC Bonds	Future PFC Bonds	Future GARBs	Future Sub Lien GARBs	Prior GARBs	Other
TERMINAL											
North Terminal Complex											
							2015/2016 Bonds				
Ticket Lobby, Airline Reloc., CUSS/CUPPS, Signage	\$ 146,181	\$ -	\$ 30,727	\$ 16,196	\$ 4,000	\$ 179	\$ 69,000	\$ 18,000	\$ -	\$ 8,079	\$ -
Baggage Program	138,976	-	32,639	3,224	20,844	33,475	-	-	-	48,735	60
Bag Handling System Improvements	30,851	-	3,100	709	-	23,632	-	-	-	3,410	-
Emergency Electrical System Improvements	26,395	-	12,991	3,229	10,175	-	-	-	-	-	-
Other Terminal	6,192	-	2,000	-	4,191	-	-	-	-	-	-
Closed Circuit Television (CCTV) Improvements	12,000	-	7,082	1,918	3,000	-	-	-	-	-	-
Automated People Mover (APM) A/S 1&3	90,000	-	-	-	-	-	-	90,000	-	-	-
	\$ 450,594	\$ -	\$ 88,539	\$ 25,276	\$ 42,210	\$ 57,286	\$ 69,000	\$ 108,000	\$ -	\$ 60,224	\$ 60
Airside 4											
AS4-FIS Improvements	\$ 50,045	\$ -	\$ 2,810	\$ 342	\$ -	\$ -	\$ 38,148	\$ 8,520	\$ -	\$ 225	\$ -
90s Wing Improvements	29,269	-	-	-	-	-	29,269	-	-	-	-
Central Plant Improvements & AHU Replacement	30,731	-	-	-	-	-	18,905	11,826	-	-	-
Restroom Improvements	3,955	-	-	-	-	-	3,911	44	-	-	-
	\$ 114,000	\$ -	\$ 2,810	\$ 342	\$ -	\$ -	\$ 90,233	\$ 20,390	\$ -	\$ 225	\$ -
SOUTH APM PROGRAM											
APM System/Guideway	\$ 126,952	\$ -	\$ -	\$ -	\$ 96,378	\$ -	\$ 30,574	\$ -	\$ -	\$ -	\$ -
APM Station	70,417	-	-	20,812	6,364	-	43,027	214	-	-	-
Parking Garage	118,034	-	-	9,366	-	-	-	-	-	-	108,669
Master Site & Utilities	52,644	-	-	-	750	-	27,398	24,496	-	-	-
Roadway	58,897	-	9,193	29,911	-	-	19,793	-	-	-	-
	\$ 426,945	\$ -	\$ 9,193	\$ 60,089	\$ 103,492	\$ -	\$ 120,793	\$ 24,710	\$ -	\$ -	\$ 108,669
AIRFIELD											
Taxiway B1/B2, Taxiway A Widen, Taxiway Bridge	\$ 29,188	\$ 19,149	\$ -	\$ 1,002	\$ 9,037	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Runway 18R-36L Rehab	18,303	11,411	-	-	6,891	-	-	-	-	-	-
Other	63,756	41,579	6,930	108	15,139	-	-	-	-	-	-
	\$ 111,246	\$ 72,140	\$ 6,930	\$ 1,110	\$ 31,067	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GROUND TRANSPORTATION											
Cell Lot, Return-to-Terminal Rd & Taxi-Hold Imp.	\$ 18,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,486
OTHER											
Other Long Term Planning	\$ 3,562	\$ 2,229	\$ 371	\$ 843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ -
Fiber Infrastructure	11,028	-	-	11,028	-	-	-	-	-	-	-
	\$ 14,590	\$ 2,229	\$ 371	\$ 11,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120	\$ -
Total 2013 - 2018 CIP	\$1,135,862	\$ 74,368	\$107,843	\$ 98,687	\$ 176,768	\$ 57,286	\$ 280,026	\$ 153,100	\$ -	\$ 60,569	\$ 127,215
SOUTH TERMINAL COMPLEX											
							STC Bonds				
Landside Building	\$ 627,500	\$ -	\$ 20,000	\$ 25,000	\$ 29,000	\$ -	\$ 216,000	\$ 168,750	\$ 168,750	\$ -	\$ -
Airside Building	565,800	-	-	-	100,000	-	256,211	104,795	104,795	-	-
Apron, Fueling, Airfield & Secure Road	283,000	30,000	-	25,000	50,000	-	-	51,150	51,150	-	75,700
Public Parking and Rental Car	103,700	-	-	-	-	-	-	44,350	44,350	-	15,000
Ground Transportation	120,000	-	-	-	-	-	-	60,000	60,000	-	-
Roads, Utilities, Drainage & Sitework	90,000	-	-	-	-	-	-	45,000	45,000	-	-
GSE Support	10,000	-	-	-	-	-	-	5,000	5,000	-	-
	\$1,800,000	\$ 30,000	\$ 20,000	\$ 50,000	\$ 179,000	\$ -	\$ 472,211	\$ 479,045	\$ 479,045	\$ -	\$ 90,700
Total South Terminal Complex											
FUTURE MASTER PLAN PROJECTS											
	157,529	11,665	17,910	14,706	4,536	-	6-10 Year MP Bonds		-	-	55,165
							8,867	44,680	-	-	
TOTAL 2013-2023 Planned Capital Projects	\$3,093,391	\$116,033	\$145,753	\$163,393	\$360,304	\$ 57,286	\$ 761,104	\$ 676,825	\$ 479,045	\$ 60,569	\$ 273,080

Note: Other funds include CFCs and other financing provided for the fuel system.

Source: Greater Orlando Aviation Authority as of August 2015, for projects expected to be undertaken through FY 2023.

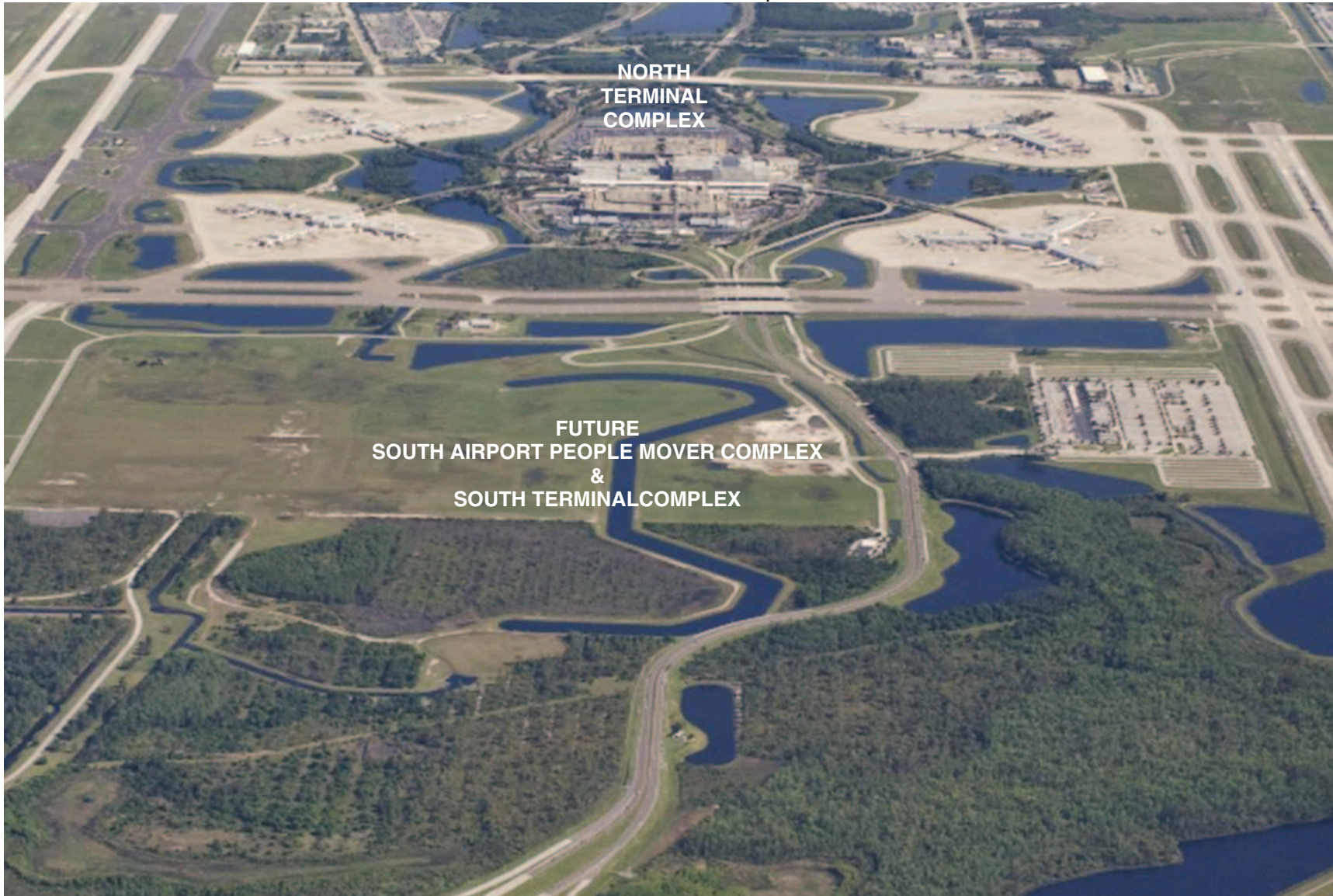
Table 22
SUMMARY OF 2013-2023 PLANNED CAPITAL PROJECTS EXPENDITURES BY FISCAL YEAR
 Greater Orlando Aviation Authority
 (in thousands)

	Through FY 2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
TERMINAL											
North Terminal Complex											
Ticket Lobby, Airline Reloc., CUSS/CUPPS, Signage	\$ 5,344	\$ 31,067	\$ 56,767	\$ 49,736	\$ 3,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,181
Baggage Program	37,922	39,240	44,404	17,411	-	-	-	-	-	-	138,976
Bag Handling System Improvements	30,851	-	-	-	-	-	-	-	-	-	30,851
Emergency Electrical System Improvements	26,395	-	-	-	-	-	-	-	-	-	26,395
Other Terminal	6,192	-	-	-	-	-	-	-	-	-	6,192
Closed Circuit Television (CCTV) Improvements	12,000	-	-	-	-	-	-	-	-	-	12,000
Automated People Mover (APM) AS 1&3	30,000	30,000	30,000	-	-	-	-	-	-	-	90,000
	<u>\$ 148,702</u>	<u>\$ 100,307</u>	<u>\$ 131,171</u>	<u>\$ 67,147</u>	<u>\$ 3,267</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 450,594</u>
Airside 4											
AS4-FIS Improvements	\$ 1,250	\$ 7,000	\$ 21,000	\$ 20,795	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,045
90s Wing Improvements	280	4,100	13,000	11,889	-	-	-	-	-	-	29,269
Central Plant Improvements & AHU Replacement	210	20,000	10,521	-	-	-	-	-	-	-	30,731
Restroom Improvements	90	3,865	-	-	-	-	-	-	-	-	3,955
	<u>\$ 1,830</u>	<u>\$ 34,965</u>	<u>\$ 44,521</u>	<u>\$ 32,683</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 114,000</u>
SOUTH APM PROGRAM											
APM System/Guideway	\$ 42,500	\$ 50,000	\$ 34,452	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,952
APM Station	8,000	20,000	30,000	12,417	-	-	-	-	-	-	70,417
Parking Garage	4,800	20,000	60,000	33,234	-	-	-	-	-	-	118,034
Master Site & Utilities	25,800	26,844	-	-	-	-	-	-	-	-	52,644
Roadway	3,800	25,000	25,000	5,097	-	-	-	-	-	-	58,897
	<u>\$ 84,900</u>	<u>\$ 141,844</u>	<u>\$ 149,452</u>	<u>\$ 50,748</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 426,945</u>
AIRFIELD											
Taxiway B1/B2, Taxiway A Widen, Taxiway Bridge	\$ 29,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,188
Runway 18R-36L Rehab	18,303	-	-	-	-	-	-	-	-	-	18,303
Other	-	867	17,879	45,009	-	-	-	-	-	-	63,755
	<u>\$ 47,491</u>	<u>\$ 867</u>	<u>\$ 17,879</u>	<u>\$ 45,009</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 111,246</u>
GROUND TRANSPORTATION											
Cell Lot, Return-to-Terminal Rd & Taxi-Hold Imp.	\$ 18,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,486
OTHER											
Other Long Term Planning	\$ 3,562	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,562
Fiber Infrastructure	11,028	-	-	-	-	-	-	-	-	-	11,028
	<u>\$ 14,590</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 14,590</u>
Total 2013 - 2018 CIP	\$316,000	\$277,984	\$343,023	\$195,588	\$ 3,267	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,135,862
SOUTH TERMINAL COMPLEX											
Landside Building	\$ -	\$ -	\$ 20,045	\$ 160,361	\$ 203,938	\$ 243,156	\$ -	\$ -	\$ -	\$ -	\$ 627,500
Airside Building	-	-	18,074	144,593	183,885	219,248	-	-	-	-	565,800
Apron, Fueling, Airfield & Secure Road	-	-	9,040	72,322	91,975	109,663	-	-	-	-	283,000
Public Parking and Rental Car	-	-	3,313	26,501	33,703	40,184	-	-	-	-	103,700
Ground Transportation	-	-	3,833	30,667	39,000	46,500	-	-	-	-	120,000
Roads, Utilities, Drainage & Sitework	-	-	2,875	23,000	29,250	34,875	-	-	-	-	90,000
GSE Support	-	-	319	2,556	3,250	3,875	-	-	-	-	10,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 57,500</u>	<u>\$ 460,000</u>	<u>\$ 585,000</u>	<u>\$ 697,500</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,800,000</u>
Total South Terminal Complex	\$ -	\$ -	\$ 57,500	\$ 460,000	\$ 585,000	\$ 697,500	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
FUTURE MASTER PLAN PROJECTS											
	-	-	-	-	20,010	42,887	32,404	42,364	9,786	10,079	157,529
TOTAL 2013-2023 Planned Capital Projects	\$316,000	\$277,984	\$400,523	\$655,588	\$608,277	\$740,387	\$32,404	\$42,364	\$9,786	\$10,079	\$3,093,391

Note: Other funds include CFCs and other financing provided for the fuel system.

Source: Greater Orlando Aviation Authority as of August 2015, for projects expected to be undertaken through FY 2023.

Figure 20
SITE PLAN – NORTH AND SOUTH TERMINAL COMPLEXES
Orlando International Airport



Source: Greater Orlando Aviation Authority.

2015 Project

As shown on Exhibit A, the 2015 Project consists of four discrete projects, as described below.

Ticket Lobby Improvements. This project expands the ticket lobbies in Terminals A & B to incorporate new technology, provide greater capacity, improve the flexibility in the use of the ticket counter positions, and simplify future airline relocations. The project includes proposed improvements to the level 3 landside terminal ticketing areas from the ticket counter backwall to the enplane curb. The improvements will increase the passenger processing capacity of this area by incorporating various modes of passenger check-in. The largest portion of this project entails the reconfiguration and expansion of existing landside terminal level 3 public circulation and passenger check-in areas. Scope in this project includes: (1) expansion of passenger ticketing areas, (2) modifications to associated baggage makeup and handling spaces, (3) reconfiguration and relocation of airlines to support expanded passenger processing space, (4), modifications to support operations and tenant spaces to provide room for additional ticketing and public circulation areas, (5) improvements to enplane and deplane curbs, (6) reconfiguration of exterior terminal walls, and (7) modifications to existing building systems impacted by the modifications and expansion of public circulation and ticketing areas including electrical, mechanical and specialty systems.

An allowance for relocation of airlines and reconfiguration of facilities is included in the project to address airline needs as the program is implemented. Replacement and added static and variable message signage throughout the ticketing areas are also included in the scope of this project. In addition, this project includes Common Use Self Service (CUSS) and Common Use Passenger Processing Systems (CUPPS) projects as well as additional signage.

The project is estimated to cost \$146.2 million. Construction is expected to start in October 2015 and substantial completion is expected to occur in December 2017.

Airside 4 Improvements. This project consists of four components – improvements to the Federal Inspection Services (FIS) facilities, modifications to the gates 90-97 concourse of Airside 4 to add international gates, construction of a new Central Energy Plant (CEP) air handling unit (AHU) replacement, and restroom renovations. It expands Customs and Border Protection (CBP) facilities, converts domestic gates to swing gates to accommodate increased international service, and renovates the public restroom facilities. The FIS improvements include the expansion and renovation of the FIS located on the ramp level of Airside 4. This work will expand the primary processing queue area, expand and reconfigure the bag make-up and bag claim equipment, renovate and reconfigure the TSA recheck area as well as renovate and reconfigure various offices and support areas.

The FIS improvements will necessitate the replacement of the existing 20-year old centralized 400Hz system to a point of user system at each gate. The improvements to gates 90-97 concourse involves widening the concourse by approximately 20 feet to the south in order to convert four existing domestic gates into international gates by adding a sterile corridor at level 1. The expansion of this concourse includes approximately 22,000 square feet of new construction and 5,000 square feet of renovation. The expansion will necessitate the relocation of existing hydrant fuel pits and four boarding bridges.

The CEP improvements include new chiller equipment and cooling towers to provide 3,000 tons of cooling capacity and hot water heating capacity of 70,200 million BTU per hour to serve Airside 4. The new CEP will encompass approximately 11,800 square feet of enclosed building structure and 6,400 square feet of open structure. The site preparation for the plant requires partial infill of an existing

pond, a new retaining wall, and relocation of a service road. Concurrent with the CEP construction, this project also includes the replacement of all AHUs at the airside. Of the 41 AHUs at Airside 4, only six have been replaced recently- all others are at the end of their useful life and are to be replaced.

The Airside 4 restroom improvements involve a complete finishes update for all six sets of public restrooms on the transfer level of Airside 4.

The Airside 4 improvements project is estimated to cost \$114 million. Construction is expected to begin in November 2015 and substantial completion is expected to occur in September 2017.

Airsides 1 & 3 APM. This project includes a new operating system and running surfaces for the APM System at Airsides 1 and 3. Guideway and station equipment and facilities to accommodate the systems are included. The project also includes 6 new vehicles for each airside along with the associated power distribution, Automatic Train Control (ATC) and communications equipment. This project will require replacement of the concrete running surfaces along the guideways. This work will reduce the APM service to each airside to a single train for up to 8 months each. An allowance for contingency operations to move passengers to/from the airside in the event of an outage is included. The project is estimated to cost \$90 million. Design started in FY 2014, construction is expected to begin in October 2015, and substantial completion is expected to occur in March 2018.

South APM Complex. The South APM Complex will support future multi-modal travel connections in the vicinity of a planned future STC to provide greater connectivity to the region and the state and will be needed when the STC opens. The South APM Complex includes infrastructure improvements that could accommodate up to four rail systems, including (1) the South APM station, (2) the AAF passenger train service between Miami and Orlando being developed by FECI that is expected to be operational by 2017, and (3) SunRail, Central Florida's commuter rail line that is expected to connect four counties and span 61.5 miles with a future connection to the Airport.

The South APM Complex consists of the South APM System, South APM Station, Parking Facility, and Roadway Systems. The South APM Complex system component of the program includes an APM System from the existing North Terminal to the South Airport APM Station. The system completes the dual guideway structure and includes a new guideway from the end point of the existing guideway at the Mid-Cross field taxiway to level 2 of the APM station. All APM vehicles, controls, and equipment are included in this project.

The South APM Complex includes a new APM station and ground transportation facility (approximately 108,000 square feet) that is integrated into the APM station on the east side at levels 1 and 2. The South APM Complex parking facility includes approximately 1 million square feet of parking structure and will provide approximately 2,500 total parking spaces.

The South APM Complex roadway systems include the South APM Complex entrance and departure roads, including roadway lighting and overhead signage. New bridges and tunnels are required to provide roadway crossings over the new APM station. Changes to the existing roadway system include upgrades to the intersection at the facility entry road and Jeff Fuqua Boulevard, and realignment of portion of the Jeff Fuqua Boulevard to the east. Pedestrian pavement and Bus Canopy is included at the curbside drop off area at the Station.

The project is estimated to cost \$426.9 million. Construction began in FY 2015 and substantial completion is expected to occur April 30, 2017.

The estimated project costs for all improvements in the 2015 Project include all soft costs and allowances for contingencies.

FY 2013-2018 CIP

The 2015 Project, described above, is a subset of the FY 2013-2018 CIP. The FY 2013-2018 CIP was designed to extend the life and capacity of the NTC, which with its four airside and baggage facilities, was built to handle 24 MAP. In FY 2014, the Airport handled 35 MAP and is on pace to reach 37.7 MAP in FY 2015 and is projected to reach 39.8 MAP in FY 2016. The capacity enhancements, renovations, and expansion for the NTC included in the CIP are designed to increase its capacity to 40-45 MAP. The objectives of the FY 2013-2018 CIP are to both upgrade and create new facilities that will resolve growth constraints and set the standard for excellence in customer service. Elements of the CIP include:

1. Maintain existing facilities to standards consistent with The Orlando Experience™
 - Renovation of curbside canopies
 - Baggage system improvements for increased efficiency
 - Airfield projects to maintain gates and handle next generation aircraft
 - Replacing Automated People Mover trains to Airsides 1 & 3
 - Roadway resurfacing
 - Other terminal projects to enhance the customer service experience
2. Modify and expand facilities to achieve ultimate North Terminal capacity of 45 million passengers
 - Ticket lobby expansion to incorporate new technology and provide greater capacity
 - Additional central energy plant
 - Restroom renovations at Airside 4
 - North Terminal cell phone lot with restrooms
 - Ground transportation
3. Improve international processing to accommodate growth
 - Converting domestic gates to swing gates to accommodate the growth in international service on Airside 4
 - Expanding Customs and Border Protection (CBP) facilities
4. Increase multi-modal transportation access
 - South APM Complex

The South APM Complex along with an Intermodal Transportation Facility (ITF) will support future multi-modal travel connections in the vicinity of a planned future STC to provide greater connectivity to the NTC, region, and the state and relieve congestion in the existing NTC. The South APM Complex includes infrastructure improvements that could accommodate up to four rail systems, including (1) the South APM station that connects to the NTC, (2) the All Aboard Florida (AAF) passenger train service between Miami and Orlando being developed by Florida East Coast Industries Inc. (FECI) that is expected to be operational in the fourth quarter of 2017,* and (3) SunRail, Central Florida's

*Preliminary Limited Offering Memorandum, Florida Development Finance Corporation Surface Transportation Facility Revenue Bonds (All Aboard Florida Passenger Rail Project), Series 2015 dated August 10, 2015.

commuter rail line that is expected to connect four counties and span 61.5 miles with a future connection to the Airport.*

The Authority's FY 2013-2018 CIP does not include the costs to design, permit, or construct the \$211 million ITF, which is being constructed adjacent to the South APM Complex for AAF's rail service and other future rail service to the Airport. The ITF station will be constructed by the Authority with funding from the Florida Department of Transportation (FDOT). However, under a Joint Participation Agreement between the Authority and FDOT, the Authority may be required to reimburse FDOT for \$52.7 million for those portions of the project related to the AAF facilities. The Federal Rail Administration (FRA) is the lead agency for the National Environmental Policy Act (NEPA) review process for the AAF passenger rail system project. On August 4, 2015, FRA issued the Final Environmental Impact Statement for the full project from Miami to Orlando International Airport. AAF plans to fund \$1.75 billion of its costs for the rail system using private activity bonds issued on its behalf by the Florida Development Finance Corporation.

Key components of the Authority's FY 2013-2018 CIP that are not part of the 2015 Project include:

Terminal

Baggage System Improvements. This work includes the replacing an existing 16-pier baggage sort system, replacing 2 existing baggage make-up carousels with a 9 pier sort system, replacing the ticket counter conveyors serving these new systems, providing a re-circulating conveyor, and providing new control, monitoring and graphics systems for the baggage handling systems. The project was completed in April 2014.

Baggage Handling System (BHS) Program. The BHS program is comprised of several complementary components including pod optimization and other BHS improvements. The pod improvements will optimize checked baggage processing capacity in pods A through D that serve as the security screening points for the terminal baggage system. The pod optimization scope generally includes reconfiguration of the main induction and sortation conveyor lines for baggage load balancing, replacement of queuing conveyors in front of the explosives detection equipment, increase of inspection queuing positions in the TSA's resolution area, and modifications to upper and lower levels of the PLC program controlling the baggage handling system. Other BHC components include a wide variety of baggage-related improvements such as replacement of select baggage make-up carousels and flat-plate bag claim devices, upgrade remaining ticket counter security doors, upgrade baggage make-up area lighting and ventilation systems, new baggage make-up area restrooms, safety-netting over personnel traffic areas and Landside emergency power generation expansion. A portion of this project will be complete in December 2015 with all other elements expected to be completed by 2017. The project was funded in part with the 2013A Bonds.

Emergency Electrical System Improvements. These improvements include segregating the emergency power systems into code compliant branches to provide breaker coordination as required by applicable codes. The improvements will segregate life safety and critical branches at the Landside Terminal and will complete construction of the remaining emergency branches for infrastructure, security, and equipment. The improvements will also upgrade the Airside 4 main emergency electrical system infrastructure and replace old equipment at the airside. The improvements include

*At a June 3, 2015 meeting of the Central Florida Commuter Rail Commission Technical Advisory Committee, SunRail leaders said they are hopeful to have rail service to the Airport by 2020, but also said it could happen earlier.

replacement of three existing generators with four new generators, replace and upgrade existing main switchgear/controls to new code-compliant equipment, add two new Automatic Transfer Switches (ATS) to each wing and Hub to provide infrastructure complying with current NEC segregation requirements. The FIS area and tenant/airline areas are excluded. The project was completed in 2014.

Access Control Improvements. This project provides access to ramp level office and Security Identification Display Area (SIDA) areas at the airside for areas used by airport/airline employees. The project is under design and construction is expected to begin in FY 2017.

Closed Circuit Television (CCTV) Improvements. The scope of the CCTV project includes (1) replacement of the existing CCTV head-end (servers and related electronics and software), (2) replacement and connection of existing TSA cameras located in the east and west landside terminal checkpoints to the replacement head-end, (3) replacement, connection, and addition of TSA cameras in the Federal Inspection Services (FIS) locations and curbside check-in facilities to the head-end, and (4) connection of the TSA cameras located in the BHS to the replacement head-end. The project also includes provision of all cameras, CCTV equipment, computers, and software to comply with the current TSA requirements. Cameras, IT computer and network hardware, CCTV hardware and software and a CCTV system integrator are included in this project. A portion of this project was completed in FY 2013 and the remainder in FY 2015.

Airfield

Taxiway B1/B2. This project rehabilitates the existing Taxiway B-1 pavement and widens associated shoulders as well as extends the existing Taxiway B-2 from Runway 18L-36R to Runway 18R-36L and associated connecting taxiway to Taxiway B-1. The project was completed in FY 2013.

Other Airfield. This work includes various pavement rehabilitation projects such as joint replacements, mill and overlay of pavements as well as pavement strengthening and repair. Airfield areas include Taxiway A (completed October 2013), Taxiway J (expected to be started in FY 2017), Taxiway F bridge (completed March 2013), Runway 17R-35L (completed April 2013), Runway 18R-36L (completed June 2014) as well as associated pavements.

Ground Transportation

Roadway, Curb, and Cell Lot Improvements. This program includes an extended return to terminal road and associated cell phone lot for Terminal A, improvements to both Terminal A and B commercial curb areas to improve pedestrian and vehicular movements, and minor modifications for use of the fourth curb. This project will be completed in FY 2016.

Other

Other Improvements. Other programs include long term planning and fiber infrastructure. The long term planning was completed in FY 2014. Design for the fiber infrastructure was completed in FY 2015 with construction expected to take place in FY 2016.

South Terminal Complex

In light of the rebound in passengers since 2013, including continued increases in international service (as described in this report), in May 2015 the Authority authorized staff to proceed immediately with procurement of professional services for design of Phase 1 of the STC and also revised the trigger to initiate STC construction from 40 MAP to 38.5 MAP on a cumulative 12-month rolling average for a period of six months. A second trigger of 2 million annual international passengers arriving and processed through the FIS had already been met. Phase I of the STC is currently estimated to cost \$1.8 billion and construction is expected to commence in FY 2016.

Phase I of the STC will include the following scope:

Site Development. This scope of work includes the clearing and removal of existing native vegetation and water features on 175 acres of land within the existing 1,000 + acre south terminal site. Also included is the grading of the existing site to accommodate the proposed terminals, parking facilities, aircraft taxiways, and aprons. Within this package are the roadways and bridges necessary for cars, trucks, and ground transportation as well as the utilities required to operate the complex such as water, sanitary, gas, electricity, and communications systems.

Airside Terminal Building. The preliminary 16-21 swing gate facility is planned to accommodate both international and domestic air traffic. The terminal is designed to facilitate narrow body aircraft as well as larger aircraft such as the Airbus A380 and Boeing 747-8. The approximate building area is 835,000 square feet, consisting of four levels that will house all of the necessary features required to operate a terminal. Some of the features include baggage handling systems, concession areas, a food court, passenger holdrooms, a sterile corridor system, passenger boarding bridges, emergency generators, moving walkways, and operations centers. Apron and taxiway paving and lighting will also be included along with an aircraft fuel hydrant system. Sterile corridors connecting the gates to the FIS in the landside terminal will be located on the level below the departures level.

Landside Terminal Building. Adjoining the airside terminal will be the landside terminal that is approximately sized at 809,000 square feet. The building is planned to allow pedestrian traffic to access the complex without interference from motorized vehicles. The concept allows for the arriving party to purchase tickets, check baggage, claim baggage and meet arriving parties without congestion. The building will include curbside check-in counters as well as internal ticket counters and kiosks. The baggage handling system is planned to allow customers to store their belongings until their flight departs or immediately board a departing plane. In addition, arriving and departing passengers will have a covered curbside canopy at the departure level and the commercial curb level to protect them from the elements when they access the terminal. The FIS and international bag claim will also be located in the landside terminal.

Ground Transportation Center. To allow the customers of the parking and ground transportation facilities to utilize the STC, elevated, covered walkways have been incorporated within the overall design of the project. The Ground Transportation Facility is planned for multiple uses. The initial phase is to accommodate foot traffic to and from the landside terminal and the ITF. Within this initial phase, passengers will have the ability to access ground transportation, purchase tickets for trains, store baggage, and access the terminal. Future plans for the ground transportation center envision a hotel above the complex.

Parking Facility. The Authority plans to construct 2,400 additional parking spaces to supplement the 2,500 space multi-story garage that is currently under construction as part of the South Airport APM

program for a total of 5,000 spaces upon the opening of the STC. The expansion of the South APM garage should provide the necessary capacity to accommodate all of the parking needs for the STC – Phase I complex. The capacity generated by this addition will aid in reducing parking congestion in the North Terminal as passengers arriving at the Airport from the south will have the option to access parking more quickly, check bags, and use the South Airport APM to access the North Terminal.

Ground Support Equipment (GSE) Complex. In order to provide maintenance to the STC, a GSE maintenance facility will be constructed. The GSE complex will house all of the supplies and equipment required to provide service to the complex and its future expansion. It will provide for the disposal of airline waste and portable fuel transports, minor communications, and facilities to maintain and repair ground support vehicles associated with aircraft activity.

The Authority estimates that the STC will open in October 2019 and intends to apply for and expects to receive authority to use PFC Revenues to fund portions of the STC on both a pay-as-you-go and leveraged basis.

Future Master Plan Projects (FY 2019-2023)

In addition to the FY 2013-2018 CIP and the STC, the Authority is also contemplating other longer-term projects beyond FY 2018. Specifically, the master plan identified a number of capital projects to be completed in the FY 2019-2023 timeframe. Although these other future projects have not been approved by the Authority Board at this time, for the purpose of the financial forecasts, it was assumed that during the forecast period the projects included in the FY 2019-2023 timeframe would be implemented as currently contemplated by the Authority.

The FY 2019-2023 projects include (1) repurposing of the FIS facility in Airside 1 in the NTC upon the opening of the STC, (2) rehabilitation of certain runways, taxiways and aprons, (3) construction of an east airfield fuel farm, (4) future roadway improvements, (5) fiber and IT infrastructure projects, and (6) infrastructure development for Airport commercial development areas. These projects are estimated to cost approximately \$158 million.

The 2013-2023 Planned Capital Projects represents, to the Authority's best knowledge and belief at this time, all of the significant capital improvements expected to be undertaken through FY 2022. The Authority reassesses its capital needs at least annually and will modify the 2013-2023 Planned Capital Projects as necessary to accommodate demand-driven traffic activity, security needs, and other factors, which could result in increases or decreases to the 2013-2023 Planned Capital Projects, or extend or accelerate the timing to complete certain projects. The Authority plans to continually evaluate construction on such future projects based on demand, cost and funding, as well as other factors.

Estimated Sources of Funding for the 2013-2023 Planned Capital Projects

Funding sources for the 2013-2023 Planned Capital Projects include FAA Airport Improvement Program (AIP) grants-in-aid, State of Florida grants-in-aid, TSA grants, PFC pay-as-you-go revenues, previously issued Bonds, rental car CFCs, Authority funds, the 2015A Bonds, the 2016 Bonds, and Other Future Indebtedness. The Authority has received FAA approval to fund portions of the South APM Complex with PFC revenues.

Grants. The Authority is eligible to receive grants-in-aid from the FAA under the AIP for up to 75% of the costs of eligible projects. Certain of these grants are awarded as "entitlement" grants, the annual

amount of which is calculated on the basis of the number of enplaned passengers and the amount of landed weight of all-cargo aircraft at the Airports. Other “discretionary” grants are awarded on the basis of the FAA’s determination of the priorities for projects at the Airports and at other airports nationwide. The Authority expects to use a combination of entitlement and discretionary AIP grants to fund various airfield improvements and terminal access control improvements under the 2013-2023 Planned Capital Projects. The AIP grant program is subject to periodic reauthorization and appropriation by Congress and the current authorization expires September 30, 2015. In addition, AIP could be affected by the automatic across-the-board spending cuts, known as sequestration (as described in the preliminary official statement). As a result, there can be no assurance that the FAA will receive spending authority and the Authority is unable to predict the level of available AIP funding it may receive. If there is a reduction in the amount of AIP grants awarded to the Authority for the Airport, such reduction could (1) increase by a corresponding amount the capital expenditures that the Authority would need to fund from other sources (including surplus revenues, additional Bonds or Subordinate Indebtedness), (2) result in decreases to planned CIP projects, or (3) extend the timing for completion of certain projects.

The Authority also has received TSA grants for various baggage system improvements. The State of Florida has actively participated in the development of Airport capacity in Orlando and other regions of the State through FDOT matching grants equal to 12.5% of the cost of projects funded with AIP grants and 50% of non-AIP funded projects. The Authority expects to use a combination of AIP, TSA, and FDOT grants to fund \$262 million in project costs. Approximately \$116 million of this amount is expected to be AIP grants, of which \$33 million has been received and \$83 million is expected from future AIP grants.

PFC Revenues. The Authority estimates that approximately \$1.179 billion of PFC funding will be used to fund various terminal, airfield, roadway, South APM, and STC projects in the 2013-2023 Planned Capital Projects. This includes \$360 million of pay-as-you-go PFC funding, \$57 million in previously issued PFC-backed Bond proceeds, and \$761 million of future PFC-backed Bond proceeds, including the 2015 Bonds, the 2016 Bonds, and Other Future Bonds. The Authority intends to apply for approval to impose and use PFCs for portions of the STC in the future and to designate certain PFC Revenues as Available PFC Revenues. PFC-use approval expected for future applications on both a pay-as-you-go basis and leveraged basis is also reflected in the financial forecasts presented in this report.

Revenue Bonds. The Authority estimates that approximately \$1.216 billion of revenue-backed Bonds will be used to fund various projects in the 2013-2023 Planned Capital Projects. This includes \$61 million in previously issued Bond proceeds and \$1.156 billion of future revenue-backed Bond proceeds, including the 2015A Bonds, the 2016 Bonds, and Other Future Bonds as discussed in more detail later under the “Plan of Finance” section.

Authority (GOAA) Funds. Other funds, in the amount of \$163 million will be funded from the Capital Expenditure Fund and Discretionary Fund.

Other Funds. Other funds in the amount of \$273 million consist primarily of pay-as-you-go rental car CFCs totaling \$142 million, which are expected to fund ground transportation improvements and a significant share of the south parking facility and \$131 million airline-financed debt for the STC hydrant system and new east fuel farm. The remaining \$20 million is expected to be funded by others for commercial development infrastructure.

PLAN OF FINANCE

Exhibit A shows the estimated costs and expected sources and uses of funds of the 2015 Project and the STC as well as the associated sources of funding as provided by the Authority. The cost estimates include all soft costs and pricing allowances. The Authority plans to issue two series of Bonds to finance the 2015 Project as follows:

- The 2015 Bonds in October 2015 to finance the ticket lobby improvements, Airside 4 improvements, and a portion of the cost for the Airside 1 & 3 APM train replacements.
- The 2016 Bonds in June 2016 to finance the remaining costs of the Airside 1 & 3 APM train replacements and the costs of the South APM Complex.

The Authority has financed portions of the costs of the 2015 Project on an interim basis using its lines of credit. The 2015 Bonds and 2016 Bonds will each provide proceeds to reimburse the Authority for the costs of the associated interest expense on the lines of credit.

2015 Bonds

The net proceeds of the 2015 Bonds, and certain investment earnings thereon, will be used to (1) pay a portion of the costs of the 2015 Project, (2) fund capitalized interest on a portion of the 2015 Bonds, (3) repay accrued interest on the line of credit, and (4) pay certain costs of issuance of the 2015 Bonds. Currently, there is sufficient balance in the Composite Reserve Subaccount to meet the Composite Reserve Requirement for the 2015 Bonds.) Approximately 68% of the proceeds of the 2015 Bonds are assumed to be allocated to the financing of PFC-eligible costs.

The plan of finance for the 2015 Bonds was provided by Raymond James, the independent registered municipal advisor to the Authority, assuming an All-in True Interest Cost of 4.35%. The PFC-backed portion of the 2015 Bonds has a 30-year term with no capitalized interest and amortization starting in FY 2016. The non-PFC portion of the 2015 Bonds has a 30-year term with principal amortized over the 2019-2045 period and interest capitalized through March 2018.

Proposed 2016 Bonds

In addition to the 2015 Bonds, the Authority expects to issue Additional Bonds in June 2016 to complete the financing of the 2015 Project (the 2016 Bonds) of which approximately 57% of the proceeds are expected to be allocated to the financing of PFC-eligible costs. For purposes of this report, Raymond James assumed the 2016 Bonds would have an all-inclusive interest cost of 4.65%. The PFC-backed portion of the 2016 Bonds has a 30-year term with no capitalized interest and amortization starting in FY 2016. The non-PFC portion of the 2016 Bonds has a 30-year term with principal amortized over the 2019-2046 period and interest capitalized through April 2018.

Proposed Other Future Indebtedness

Regarding the financing of the STC and 6-10 year master plan projects, Raymond James assumed that the Authority would issue Additional Bonds in each of October 2016, 2017, and 2018 to finance construction of the STC as well as October 2019 to finance construction of the 6-10 year master plan projects (collectively, the Other Future Bonds).

The specific form, amount, and timing of debt to finance these improvements have not been determined at this time. Although the Authority would consider various financing options, regarding the STC financings, Raymond James for purposes of this report assumed that there would be two transactions with the first PFC-backed issue occurring in October 2016 to fund PFC project costs through September 30, 2018 and a second PFC-backed issue in October 2018 to fund the balance of the PFC eligible costs of the STC.* Raymond James assumed that both of the PFC-backed issues would be issued at the senior lien with 30-year level debt service. For the non-PFC backed project costs, Raymond James assumed three transactions occurring in each of October 2016, 2017, and 2018. All three of these transactions are assumed to be structured such that 50% of the projected expenditures would be financed with Bonds and 50% with Subordinated Indebtedness. In addition, it was assumed that all three of the non-PFC backed issues (both Bonds and Subordinated Indebtedness) would be structured to have interest capitalized through October 1, 2019, interest only payments through October 1, 2022, a 35-year final maturity, and level annual debt service. The non-PFC portion of the October 2019 issue for the 6-10 year master plan projects would be capitalized for one year with principal amortized over 29 years (to produce level annual principal and interest).

Raymond James assumed an All-in True Interest Cost of 5.14% for the October 2016 issue, 5.36% for the October 2017 issue, 5.29% for the October 2018 issue, 5.34% rate for the October 2019 issue, and 5.50% for the October 2020 issue for the forecast of annual debt service requirements for the Other Future Bonds.

Financing Assumptions

The interest rate assumptions for the 2015 Bonds and 2016 Bonds were developed by Raymond James using current AAA municipal yields as of August 10, 2015, plus an assumed yield spread based on similarly-rated airport transactions plus 25 basis points and 75 basis points, respectively, for the 2015 Bonds and 2016 Bonds. For the Other Future Bonds, interest rates were based on the 15-year average of the AAA municipal yields as of August 10, 2015, plus an assumed yield spread based on similarly-rated airport transactions for senior debt (with an additional 15 basis points of yield for Subordinated Indebtedness).

DEBT SERVICE REQUIREMENTS

Exhibit C shows historical, estimated, and forecast Debt Service on the Authority's Outstanding Bonds, the 2015 Bonds, the 2016 Bonds, the Other Future Bonds, and Subordinated Indebtedness (both outstanding and projected). Estimated Debt Service requirements for the proposed 2015 Bonds, the 2016 Bonds, and the Other Future Indebtedness were provided by Raymond James, except for the potential FDOT loan repayment, which is set forth in the Joint Participation Agreement (JPA) between the Authority and FDOT as discussed below.

As discussed under "Subordinated Indebtedness" above, the Authority refunded the 1997B Subordinated Indebtedness drawing on an outstanding line of credit and intends to issue long-term fixed rate Subordinated Indebtedness to pay off the outstanding line of credit balance used to refinance this debt, which is expected to be structured to result in approximately level debt service and mature in 2027. Raymond James provided the debt service requirements for this refinancing.

*There are more PFC-eligible costs associated with the STC than are being shown in the plan of finance because there is not enough PFC capacity to fund all of the PFC-eligible costs associated with the STC.

Under the JPA, the Authority may be required to reimburse FDOT for \$52.7 million for those portions of the ITF related to the AAF facilities. The JPA provides that: "To the extent payments to the Agency (GOAA) are delayed, the scheduled payment dates and amounts in Exhibit D may be adjusted by a written modification to this agreement." The FDOT loan repayment shown in Exhibit D reflects the schedule in the original JPA and the Authority's expectation that the FDOT loan will be Subordinated Indebtedness.

PASSENGER FACILITY CHARGES

Exhibit B presents historical, estimated, and forecast PFC collections, interest earnings, and the application of PFCs to pay debt service and pay-as-you-go project costs. It was assumed that the Authority's existing \$4.50 per enplaned passenger PFC level would remain constant (at the \$4.50 level) throughout the forecast period (through FY 2022). As noted earlier, under existing PFC approvals, the Authority's current collection authority is expected to decline from \$4.50 per eligible enplaned passenger to \$3.00 in FY 2022. However, the Authority expects to amend and blend its existing PFC applications and submit a new application for the STC (at the \$4.50 level) to maintain a collection level of \$4.50 per enplaned passenger throughout the forecast period.

Existing PFC-use approval is reflected in Exhibit B, including the authorization to use PFC revenues to (1) pay a portion of the debt service attributable to Outstanding Bonds (Series 2009C Bonds, Series 2010A/B Bonds, Series 2011A/B/C/D Bonds, Series 2012A Bonds), the 2015 Bonds, the 2016 Bonds, and the Other Future Bonds as well as for approved and projected pay-as-you-go PFC expenditures.

The 2015 Bonds, when issued, will be designated as issued to finance portions of the 2015 Project constituting a PFC project so that PFC Revenues up to 1.25x debt service on a portion of the 2015 Bonds can be included in the calculation of Available PFC Revenues for purposes of calculating debt service coverage under the Bond Resolution.

OPERATION AND MAINTENANCE EXPENSES

Exhibit D presents historical and forecast Operation and Maintenance Expenses (O&M Expenses) of the Airport for direct and indirect expenses and by cost center for FY 2014 through FY 2022. Historical O&M Expenses were obtained from the Authority's records and reconciled to the audited financial statements. O&M Expenses for FY 2015 and FY 2016 are based on the Authority's FY 2015 and FY 2016 budgets, respectively.

Individual components of O&M Expenses were forecast taking into account the preliminary FY 2016 budget; assumed increases in the unit costs of labor, services, utilities, and supplies as a result of price inflation; and additional costs associated with the NTC expansions (\$775,000 per year starting in FY 2017), the South APM Complex and the ITF (\$9.2 million per year starting in April 2017), and the STC (\$49.8 million per year starting in FY 2020) as provided by R.W. Block, the Authority's construction finance engineer. Such additional O&M Expenses are shown as "Incremental Expenses (for new facilities)" on Exhibit D.

The unit costs of salaries, wages, fringe benefits, materials, supplies, and services were assumed to increase an average of 3.0% per year from the FY 2016 budget of O&M Expenses.

The annual required contribution for pensions as determined by the Authority's actuarial consultant is included in O&M Expenses on an annual basis.

REVENUES

Exhibit E presents historical and forecast Revenues by type of revenue for FY 2014 through FY 2022. Historical Revenues were obtained from the Authority's records and reconciled to the audited financial statements.

Individual components of Revenues were forecast taking into account actual financial results for FY 2014, the FY 2015 and FY 2016 Budgets (as adjusted for expected concession revenues instead of minimum annual guarantees used for budgeting purposes and projected enplanement levels), parking and rental car revenues for the first seven months of FY 2015, allowances for inflation as appropriate (at 1.15% per year), and the provisions of leases and agreements between the Authority and the various tenants and users of the Airports. Revenues from sources related to passengers, such as concession revenues, are forecast to increase as a function of forecast passenger traffic as described in the "Forecast Airline Traffic" section of this report. The assumptions underlying the increases in individual components of Revenues are described in the following sections.

Table 24 presents a summary of Revenues by source for FY 2014.

Table 24 FY 2014 REVENUES BY SOURCE Orlando International Airport (in thousands)			
	<u>Amount</u>	<u>Percent of Operating Revenues</u>	<u>Percent of Total Revenues</u>
Airline Revenues	\$ 133,341	33.6%	31.8%
Non-airline Revenues			
Terminal Area Rents - Nonairline	\$ 10,001	2.5%	2.4%
Advertising	3,026	0.8%	0.7%
Food and Beverage	18,144	4.6%	4.3%
Merchandise and Services	28,525	7.2%	6.8%
Parking Facilities (on and off Airport)	50,429	12.7%	12.0%
Car Rentals	87,018	21.9%	20.8%
Commercial Lane	9,818	2.5%	2.3%
Other Buildings and Grounds	13,795	3.5%	3.3%
Hotel	35,725	9.0%	8.5%
Other Operating Revenue	<u>6,640</u>	<u>1.7%</u>	<u>1.6%</u>
Subtotal - Non-airline Revenues	<u>\$ 263,121</u>	<u>66.4%</u>	62.8%
Total Operating Revenues	\$ 396,462	100.0%	
Non Operating Revenues			
Available PFC Revenues	\$ 20,358		4.9%
Interest Earnings and Other	<u>1,876</u>		<u>0.4%</u>
	<u>22,234</u>		<u>5.3%</u>
Total Revenues	\$ 418,696		100.0%
Source: Greater Orlando Aviation Authority.			

Airline Revenues

Airline revenues represented 31.8% of Revenues of the Airport in FY 2014.

Landing Fees. Under the new Rate Methodology, the Authority calculates landing fee rates according to a cost center residual methodology to recover all Airfield costs net of Airfield revenues generated from users other than airline landing fees.

As shown in Exhibit E-1, the Airfield Requirement consists of allocable direct and indirect O&M Expenses (and O&M Reserve Requirement), Debt Service (net of Available PFC Revenues), and amortization. The Airfield Requirement is then credited with fuel system revenues and other revenues assigned to Airfield Cost Center (excluding Airline Landing Fees) to yield the Net Airfield Requirement. The Net Airfield Requirement is divided by the landed weight of the passenger and cargo airlines to determine the Landing Fee Rate.

Apron Use Fees. As shown in Exhibit E-1, the Terminal Apron Requirement consists of allocable direct and indirect O&M Expenses (and O&M Reserve Requirement), Debt Service (net of Available PFC Revenues), and amortization. The Terminal Apron Requirement is then credited with the Terminal Apron Requirement Allocable to Remote RON Area to yield the Terminal Apron Requirement Allocable to Gates, which is divided by the number of Gates to determine the Average Terminal Apron Rate per Gate.

Terminal Rentals. The Terminal Premises Rate is established under a commercial compensatory ratemaking methodology where rental rates are calculated to recover the average cost of each square foot of Rentable Space in the Terminal Cost Center.

Baggage System Fees. Inbound and Outbound baggage system fees are established to recover space rentals and O&M Expenses associated with each system. The Inbound Baggage System Rental Requirement (baggage claim, bag drop-off space, and 50% of the tug drive) is equal to the inbound baggage requirement times a factor corresponding to the difference between the capacity of the terminals (assuming 45 MAP for the NTC plus 7 MAP for Phase 1 of the STC) and the projected volume of passengers in the Fiscal Year. The amount is allocated among airlines based on such airlines' relative deplaned passengers. The Outbound Baggage System Rental Requirement (in-line baggage handling system and 50% of the tug road) is allocated among airlines based on such airlines' relative enplaned passengers.

Airlines that sign LOAs pay for their designated exclusive and preferential use areas based on the amount of space assigned and the Terminal Rental Rate. All terminal space other than Exclusive or Preferential Use Premises that is not assigned for exclusive or preferential use under an LOA is available on a common use basis as assigned by the Authority, and is charged to the airlines on a per turn fee or other activity basis. In addition, all gates are charged the same rate regardless of the number of square feet allocated to such gate/holdroom.

Table 25 shows the number of aircraft gates assigned to the Participating Airlines at the Airport as of July 2015. As shown, 60 gates are currently assigned to the Participating Airlines and the balance is available to be used on a common use, per-turn fee basis. It was assumed that the number of gates assigned to the Participating Airlines would increase from the current 60 to 61 in FY 2018, 62 in FY 2019, and 65 in FY 2020 upon the expected opening of the STC. The Authority intends to reduce the number of holdrooms/gates in the NTC from 93 to 84 to provide additional seating capacity in certain Airsides when the STC opens.

Table 25
NUMBER OF AIRCRAFT AIRLINE GATES
(as of September 2015)

Assigned Under Letters of Authorization	
Aero Mexico	1
Air Canada	1
American Airlines	8
British Airways	1
Copa	1
Delta Air Lines	8
Frontier	1
jetBlue Airways	9
Silver	1
Southwest Airlines	16
Spirit Airlines	2
United Airlines	9
Virgin Atlantic	1
Westjet	1
Authority Gates (Common Use)	<u>33</u>
Total	93

Source: Greater Orlando Aviation Authority.

As shown in Exhibit E-2, the Terminal Requirement is computed by summing allocable direct and indirect O&M Expenses (and O&M Reserve Requirement), Debt Service (net of Available PFC Revenues), and amortization. From this amount, Miscellaneous Direct Reimbursements, the Airline Equipment Requirement, Baggage System Operating Expenditures, and the FIS Requirement are deducted to yield a Net Terminal Requirement, which is then divided by total Rentable Space to yield the Terminal Premises Rate.

The Airline Equipment Charge is computed by summing direct and indirect O&M Expenses (and O&M Reserve Requirement), Debt Service (net of Available PFC Revenues), and amortization allocable to Airline Equipment and dividing by Total Operational Gates With Airline Equipment to yield the Airline Equipment Charge per Gate.

The purpose of calculating the FIS Requirement is to allocate to the FIS facilities their proportionate share of the costs in the Terminal Cost Center that are common to FIS and non-FIS space plus all the costs that are specific to the FIS facilities so that these costs are not included in the net Terminal Requirement and are borne only by the airlines using the FIS facilities and by the Authority. The Authority charges a market rate for use of the FIS equal to \$3.00 for each arriving international passenger using the FIS. At this time, the Authority has no plans to change this rate during the forecast period. When the STC opens in FY 2020, the existing FIS on Airside 1 of the NTC will be decommissioned and repurposed for another use. The cost of this renovation is included in the CIP.

Common Use Baggage Charges are charged for use of the Inbound Baggage System and the Outbound Baggage System. Inbound and Outbound bag system requirements consist of space rentals and O&M Expenses associated with each system.

Airlines that use space in the Terminal that has not been assigned to them for use on an exclusive or preferential use basis will be charged a per turn fee or per hour fee depending on the type of facilities and equipment used. Per turn fees are based on four turns per gate per day, which is the approximate Airport-wide average. Common use Facility Fees are forecast to increase in proportion to the increase in passengers with a discount in FY 2020 when the STC opens reflecting the assumed leasing of three additional gates.

Airline Payments per Enplaned Passenger. Exhibit E-3 presents historical and forecast airline payments per enplaned passenger from FY 2014 through FY 2022 after taking into consideration Revenue Sharing payments. As set forth in the Rate and Revenue Sharing Agreement, Net Shared Revenues in excess of \$45 million in FY 2014, \$50 million in FY 2015, and \$55 million in FY 2016 are shared with the Participating Airlines. As noted earlier, it was assumed that the Authority would retain Net Revenues up to \$75 million in each of FY 2017 and FY 2018 and \$100 million in FY 2019. Upon the opening of the STC, it was assumed that the Authority would retain all Net Revenues.

Non-Airline Revenues

The principal sources of nonairline revenues include rental car revenues, automobile parking revenues, terminal concession revenues, hotel revenues, nonairline terminal space rents, cargo, fuel system revenues, land and building rentals, interest income, Available PFC Revenues, and miscellaneous other revenues. Forecasts of nonairline revenues are based on the provisions of existing agreements and allowances for inflation, forecast increases in enplaned passengers, and other factors.

Rental Cars. Rental car revenues are the second largest source of Revenues after airline rates and charges, accounting for \$87 million in FY 2014, equal to approximately 21% of total Revenues (excluding CFCs, which are not part of Revenues and which started being collected on October 1, 2008). MCO is the largest rental car market in the U.S. in terms of revenues.

Enterprise Holdings, LLC, including Enterprise, Alamo, and National is the largest rental car company operating at the Airport, accounting for 39% of total gross rental car revenues generated in FY 2014. Avis/Budget accounted for 22% of total gross rental car revenues, Hertz 18%, Dollar/Thrifty 16%, and Advantage/EZ 5%.

In August 2008, the Authority approved four rental car concession agreements (Automobile Rental Concession Agreement) with (1) Avis Budget Car Rental, LLC (Avis and Budget brands, currently called Avis Budget Group), (2) DTG Operations, Inc. (Dollar and Thrifty brands), (3) EAN-Orlando, LLC (Enterprise, Alamo and National brands, currently called Enterprise Holdings), and (4) The Hertz Corporation (Hertz brand) that became effective April 1, 2010 with the opening of expanded facilities at the Airport that allowed the companies to streamline processing for rental car customers. There is a fifth agreement with Advantage Opco, LLC (Advantage and EZ Rent A Car brands), which has essentially the same terms as the other agreements. The five agreements, as amended, are in effect until March 31, 2020. The expanded facilities and new agreements allowed the previous onsite brands (Avis, Budget, Dollar, Alamo and National) to team with some of the previous offsite brands (Thrifty, Enterprise, Hertz, and Advantage) to maintain vehicles and operations on Airport property. The Authority estimates that the on-Airport rental car operators serve approximately 95% of rental car customers and will have facilities to accommodate the higher demand projected in the future.

Under the Automobile Rental Concession Agreement, the companies pay (1) 10% of gross receipts (which applies to both on- and off-Airport companies, however onsite operators must pay the greater

of 10% of gross receipts or a minimum annual guarantee, (2) ready/return space rent on a per space basis, (3) QTA rent, and (4) rent for terminal counters, office, and queuing space leased at the airline Terminal Premises Rate. In addition, rental car companies pay for all operating, utility, maintenance, and service management expenses. Following the full recovery of the cost of the 2009 rental car project (project costs and debt service), the Authority is permitted to increase QTA rent to fair market value for land and improvements. This potential increase in QTA rent has not been reflected in the financial projections. These rental car revenues are Revenues as defined in the Bond Resolution.

The companies also collect and remit CFCs to the Authority, which are currently not part of Revenues. while the CFC Bonds are outstanding. When the CFC Bonds have been retired (October 1, 2017) and any other indebtedness or other amounts payable from CFCs have been paid, CFCs will then be included in Revenues and will be available to the Authority for any lawful purpose. However, under the Consent Amendments, CFCs would be excluded from Revenues except to the extent that the Authority designates all or a portion of them in a Supplemental Resolution as Available CFC Revenues. Because the Consent Amendments are expected to become effective in FY 2018, CFC revenues are not forecast to become Revenues during the forecast period.

Rental car concession revenues are forecast to increase in proportion to forecast increases in O&D passengers and with inflation. Other rental car fees are forecast to increase in accordance with the escalators for ready/return spaces and Class II space rental rates.

Automobile Parking Revenues. Public automobile parking is the third highest source of revenue at the Airport, accounting for \$50 million in FY 2014, equal to approximately 12% of Revenues.

As shown on Table 26, parking facilities located on the Airport provide 19,129 public automobile parking spaces. The Authority offers three parking products: (1) garage parking located above or adjacent and connected to the landside terminal (\$17 per day), (2) curbside valet parking (\$25 per day), and (3) economy parking located at remote lots less than one mile from the Terminal (\$10 per day). When the 2,500 space south garage opens in FY 2017, the Authority intends to charge \$13 per day for parking in the south garage and to raise the economy parking rate to \$11 per day. When the STC opens in FY 2020, the Authority intends to raise the garage rate to \$18 per day for both the NTC and STC.

Table 26
PUBLIC PARKING FACILITIES – LOCATION AND CAPACITY
 Orlando International Airport
 (as of July 2015)

Facility	Location	Current Capacity
Garage		
Terminal A	Adjacent to Terminal-A (North)	3,705
Terminal B	Adjacent to Terminal-B (South)	3,595
Terminal Top	Above Landside Terminal (Levels 4-10)	<u>1,649</u>
Garage Total		8,949
Economy		
North Park Place (Blue Lot)	North of Landside Terminal	3,480
Gold Lot (west) (a)	Northwest of Landside Terminal	3,100
South Park Place (Red Lot)	South of Landside Terminal	<u>3,600</u>
Economy Total		10,180
Public Parking Total		19,129

(a) Only open if other lots are full.

Source: Greater Orlando Aviation Authority.

The public automobile parking facilities at the Airport are operated for the Authority under a management agreement with ABM Parking Services, Inc. (formerly Ampco System Parking). Under the agreement, the Authority receives all revenues and pays most of the costs to operate and maintain the facilities plus a management fee to ABM. All other operational costs are included in the management fee. The budget for operating expenses is subject to review by the Authority, which can adjust staffing levels and related costs in response to parking demand and level of service standards. ABM has been operating under a management agreement with the Authority since 2007 and in June 2012 a new contract was awarded to ABM. The new ABM agreement became effective October 1, 2012, and extends three years with two one-year options to renew.

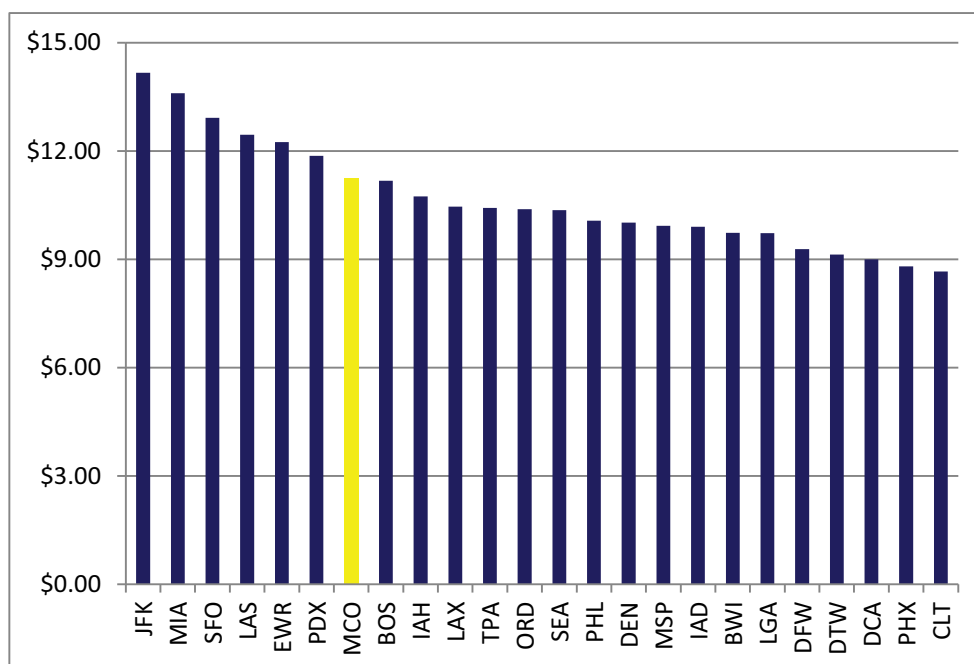
In addition to the public parking spaces, parking revenues are generated from private parking, Hyatt parking (approximately \$1 million in FY 2014), and employee parking (approximately \$3.9 million in FY 2014). Approximately 16 off-Airport private parking facilities serve Airport passengers and provide approximately 11,000 additional automobile parking spaces. In FY 2014, off-Airport parking fees totaled approximately \$1.4 million.

The Authority believes that with the planned opening of the 2,500 space south garage in FY 2017 and the additional 2,400 spaces to be constructed as part of the STC, it will have adequate capacity to serve projected demand through the forecast period and that off-airport competition will not adversely affect parking revenues.

Parking revenues are forecast as a function of the forecast increase in O&D passengers with rate increases factored into the forecast as discussed above.

Terminal Concessions. The sources of terminal concession revenues are food and beverage, specialty, news and gift, and other service concessions. The Authority operates one of the most successful terminal concession programs in the nation as illustrated by Figure 21, which shows terminal concession sales per enplaned passenger for the large hub U.S. airports in 2014 as reported by Airport Revenue News (excluding duty free sales). Concessions occupy approximately 214,000 square feet (excluding storage and offices) of a total of approximately 3.5 million square feet of terminal space at the Airport.

Figure 21
TERMINAL CONCESSION SALES PER ENPLANED PASSENGER – 2014
 Large Hub U.S. Airports



Source: Airport Revenue News, February 2015. Data was not available for all 30 large hubs.

The Authority has a written policy statement regarding the awarding of concession and consumer service privileges in the terminal. In accordance with this policy, the Authority specifies performance and operating standards in its agreements with concessionaires in furtherance of its public service and revenue goals. Table 27 presents a summary of the contractual terms of existing terminal commercial agreements. Terminal concession revenues were forecast on the basis of historical trends, allowances for inflation, minimum annual guarantees, changes in contractual agreements, and changes in passenger traffic levels.

Table 27
SUMMARY OF EXISTING TERMINAL COMMERCIAL AGREEMENTS
Orlando International Airport
(as of August 2015)

Type of Concession Concessionaire(s)	Terminal Location	Minimum Annual Guarantee ⁽¹⁾	Expiration Date
Food & Beverage			
Areas Hojeij	AS 3	\$2,200,000	07/31/2024
Villa Enterprise Management	AS 2	\$3,030,000	02/21/2026
HMSHost	LS, AS 1, AS 4	\$6,830,101	09/30/2019
McDonald's	LS	\$ 626,964	09/30/2019
McDonald's	AS 2	\$ 980,000	02/01/2026
SSP America	AS 1 & 3	\$2,520,000	10/31/2022
OTG	AS 4	\$1,051,101	08/31/2017
Perez of Florida	AS 1 & 3	\$ 408,657	08/02/2017
Perez of Florida	AS 3	\$ 170,289	03/31/2017
Pinkberry	AS 2 & 4	\$ 272,000	05/04/2019
SSP America	AS 2	\$ 668,079	01/31/2016
Starbucks (HMSHost)	AS 2	\$ 803,000	01/31/2023
TAJ II LLC	AS 2	\$1,300,999	07/26/2017
Retail News/Sundries/Gifts/Duty Free			
Hudson News	AS 3	\$1,050,000	01/31/2019
Hudson Newburns JV	AS 2 & LS West	\$2,843,045	12/16/2017
HG Orlando	AS 1	\$ 802,948	01/31/2017
DFASS (Duty Free)	AS 1 & AS 4	\$5,264,730	11/03/2022
Westfield (Master Developer)	LS	\$1,360,176	12/31/2022
Stellar-Hudson	AS 4 & LS East	\$1,700,000	10/31/2017
Specialty Retail			
Airport Management (Hudson Booksellers)	LS	\$ 305,000	03/31/2016
Air Sun JV	AS 2	\$ 160,000	07/31/2022
InMotion MCO, LLC	AS 2, 3 & 4	\$ 420,000	12/31/2019
Hudson Keys JV	AS 1	\$ 473,119	07/06/2016
Hudson Orlando JV	AS 3	\$ 413,100	06/14/2016
Westfield RMUs	AS 1, 2, 3 & 4	\$ 250,000	12/31/2015
Theme Retail			
Disney Earport	LS East	\$1,205,799	09/30/2022
Disney Magic	LS West	\$ 880,000	09/30/2022
DNC Parks & Resorts (KSC)	LS East	\$ 122,000	04/30/2020
DNC Parks & Resorts (KSC)	LS West	\$ 166,000	04/30/2020
Sea World East	LS East	\$ 200,000	12/31/2022
Sea World West	LS West	\$ 125,000	12/31/2022
Universal Studios	LS East	\$ 355,435	03/31/2023
Universal Studios	LS West	\$ 379,654	03/31/2023
Services			
Communication Service Co of Daytona	LS	\$ 45,000	12/31/2017
CNN (AC Holdings, Inc.)	Various	\$ 150,000	10/04/2020
DAS	LS	\$ 281,420	12/31/2016
JC Decaux Display Advertising	Various	\$2,900,000	09/30/2022
Interchange	LS	\$ 355,000	01/31/2018
New Look Shoeshine	LS & AS 4	\$ 7,500	07/31/2020
SmarteCarte	Various	\$ 575,000	03/31/2019
SunTrust Bank	Various	\$ 406,478	05/05/2017
Terminal Getaway Spa	AS 2	\$ 70,000	10/31/2018
XpresSpa	AS 1 & 3	\$ 212,000	08/31/2018
XpresSpa	AS 4	\$ 100,000	05/31/2018

1. Represents minimum annual guarantee for each individual concession agreement's annual agreement period as amended.
Source Greater Orlando Aviation Authority.

Food and Beverage. HMSHost has the non-exclusive right to operate food and beverage facilities in the Landside Terminal and the hubs in Airside Buildings 1 and 4, subject to an agreement expiring on September 30, 2019. The agreement provides for the greater of a minimum annual guarantee or concession fees based on a percentage of gross sales. HMSHost operates a mix of branded-food outlets, including Starbucks.

The Authority has also entered into various other food and beverage concession agreements for operations in the hubs at Airside Buildings 2 and 3 as well as concourse wings in Airsides 1, 2, 3, and 4. These agreements provide for a concession fee equal to the greater of a percentage of gross receipts or a minimum annual guarantee.

The food court in the Landside Terminal houses a wide variety of food and beverage concessionaires, including Carvel, Chick-fil-A, Auntie Ann's, Cinnabon, Moe's Southwest Grill, McDonalds, Quiznos, Sbarro, and Panda Express. Adjacent to the food court are sit-down restaurants and lounges, including Macaroni Grill, Chili's Too, and Home Team Sports. In addition, SSP America has been awarded a seven-year contract to develop and manage four new snack bars, including UrbanCrave, Le Grand Comptoir, and Camden Food co. in Airsides 1 and 3 and Villa Enterprise Management has been awarded a 10 year contract to develop a food court in Airside 2, including The Market by Villa, Green Leaf's, Banana Smoothies and Frozen Yogurt, Jersey Mike's Subs, Villa Italian Kitchen, Asian Chao, and Chipotle concepts.

Specialty and News/Gift. Themed retail concessions are a major component of the Authority's retail program, including Disney, Universal Studios, KSC, and Sea World themed retail shops in the Landside Terminal. Westfield operates as a third-party developer for the Authority's landside retail program and has since entered into agreements with various branded outlets. The Authority has executed agreements with the Hudson Group and Stellar Partners for news, sundry, and gift services.

Other Terminal Concessions. The Authority has an agreement with DFASS to sell duty free merchandise, which extends through 2022. Their Airside 4 store is heavily focused on European travelers, particularly from the UK, and their Airside 1 store serves more Latin American passengers. The stores offer special products and promotions that appeal to the different passenger groups. Other revenues consist of concession fees paid for advertising, currency exchange, luggage carts, and other services. Each concessionaire has an agreement with the Authority that establishes the rents and fees, which usually amount to the greater of a minimum annual guarantee or a percentage of gross sales.

The revenues from terminal concessions are forecast on the basis of recent trends in revenues per enplaned passenger, forecast increases in passengers, allowances for inflation, and the terms of the various agreements.

Ground Transportation. Ground transportation revenues consist of privilege fees paid by taxis and privilege fees and dwell fees paid by commercial lane vehicles including hotel shuttles, rental car shuttles, off-airport parking shuttles, cruise line shuttles, and various other types of ground transportation companies. These revenues are forecast to increase with passengers.

Under the All Aboard Florida Premises Lease and Use Agreement, AAF will pay the Authority for its use of the ITF, including holdroom rent at \$73.58 per square foot and platform rent at \$3.00 per square foot for the first five years after the commencement of service. These rates are subject to readjustment each five years thereafter. AAF will also pay the Authority \$1.00 per boarding rail passenger from the ITF until the STC opens, at which time the rate increases to \$1.50 per boarding passenger. Ridership estimates were developed by The Louis Berger Group, Inc. (LBG) under a

ridership and revenue study commissioned by Florida East Coast Industries, LLC for financing of the rail system. R.W. Block, the Authority's construction finance engineer, provided more conservative estimates used for purposes of this report during the start-up period (i.e., during the initial three years). The Authority anticipates that AAF's Vehicle Maintenance Facility rent will be offset by its investments for the rail corridor as provided in the Premises Lease and Use Agreement. AAF has stated that it expects to commence service to the Airport in the fourth quarter of 2017.* Accordingly, AAF revenues are forecast to begin in January 2018.

The Authority also anticipates receiving revenues from the ITF for advertising displays (estimated to total \$100,000 per year), concessions (estimated at \$0.22 per boarding rail passenger), and rail passengers parking at the south garage. R.W. Block estimates that 25% of the rail passengers will park in the garage and stay an average of 1.5 days.

Hotel. The hotel is an integral part of the landside terminal in the NTC and is directly accessible from Level 3, the departure level. The Hotel, which is operated under the Hyatt Regency brand, provides 445 guest rooms; The Hemisphere restaurant and McCoy's Bar and Grill; 42,000 square feet of meeting space; four ballrooms totaling 24,650 square feet; and a 160-seat amphitheater with state-of-the-art sound and audio visual capabilities; and outdoor pool and European spa with sundeck and exercise room.

The Hyatt Corporation has operated the hotel since its opening in 1992 under a management agreement with the Authority. The Authority recently approved a new Hotel Management Agreement with the Hyatt Corporation, effective October 1, 2015, that has a 20-year term with more favorable terms for the Authority. Under the management agreement, the Authority receives all revenues from the operation of the Hotel and pays all debt service, operating, and maintenance cost associated with its operation. In addition, the Authority annually pays Hyatt a percentage of gross receipts as a management fee (which will decrease from 4.0% to 2.75% under the new management agreement) and pays an additional percentage of available cash flow (10%) above agreed upon amounts as an incentive for the Hotel operator to maximize the Hotel's surplus revenues. The agreement also provides that amounts, calculated as 5% of gross receipts, are to be deposited annually into an account for the replacement of furniture, fixtures, and equipment. In addition, the new agreement contains performance tests, which if failed for two consecutive years, the Authority can either terminate the agreement or require Hyatt to pay a cure amount.

Hotel revenues are forecast to increase as a result of increasing occupancy levels and room rate increases.

Other Buildings and Grounds. As noted earlier, the Authority has pursued aviation and commercial development of the Tradeport Drive corridor on the west side of the Airport and the Heintzelman Boulevard corridor on the east side of the Airport. Other buildings and grounds revenues consist primarily of revenues from various land and building rentals in these areas.

Interest Income. Interest income, per Section 603 of the Bond Resolution, is deposited into the Revenue Fund. Interest income is a function of interest rates and available balances in operating funds and accounts including the Revenue Fund, Debt Service Account, Debt Service Reserve Account, Operation and Maintenance Fund, Operation and Maintenance Reserve Account, Capital Expenditures Fund, Renewal and Replacement Fund, Improvement and Development Fund, and the Discretionary

*Preliminary Limited Offering Memorandum, Florida Development Finance Corporation Surface Transportation Facility Revenue Bonds (All Aboard Florida Passenger Rail Project), Series 2015 dated August 10, 2015.

Fund. Interest income does not include interest earnings on construction funds. The forecast assumes that interest rates in the Debt Service Reserve Fund will average 1.35% and in all other funds will average 0.25% beginning in FY 2015, and that balances would increase in the Debt Service and the Debt Service Reserve Funds (reflecting the 2015A Bonds and Future Bonds) and the Operation and Maintenance Reserve Account (reflecting increases in Operation and Maintenance Expenses). Interest income totaled \$1.6 million in FY 2014.

Available PFC Revenues. The Authority, subject to receipt of all necessary approvals, intends to use a portion of its PFC revenues to pay debt service on certain eligible costs as set forth on Exhibit C. An amount of PFC revenues equal to 1.25x debt service on Bonds allocated by the Authority to finance PFC-eligible projects (Available PFC Revenues) will be classed as Revenues designated via a certificate of an Authorized officer of the Authority under the terms of the Bond Resolution and will also serve to reduce the amount of the debt service when computing the Airfield and Terminal requirements under the terms of the Rate Resolution. When the Consent Amendments to the Bond Resolution take effect in FY 2018, the Authority intends to use PFC revenues to offset Debt Service instead of being included in Revenues.

APPLICATION OF REVENUES

Exhibit F presents the forecast application of Revenues, including Available PFC Revenues, as required under the Bond Resolution for FY 2014 through FY 2022 as described earlier.

Under the Bond Resolution, at the end of each Fiscal Year, after all deposits that are required to be made into each of the Revenue, Operation and Maintenance, Bond, O&M Reserve, Capital Expenditures, Renewal & Replacement, and Discretionary Funds have been made, the moneys remaining in the Revenue Fund and not required to make up any deficiencies, are to be transferred to the Discretionary Fund. At this time, the Authority has no plans to budget amounts for the Capital Expenditure Fund or Renewal and Replacement Fund.

DEBT SERVICE COVERAGE

Exhibit G presents the calculation of debt service coverage in accordance with the Rate Covenant of Section 711 of the Bond Resolution in each year FY 2014 through FY 2022. Exhibit G reflects the revised treatment of Available PFC Revenues as an offset to Debt Service instead of inclusion in Revenues, and subordination of deposits to the O&M Reserve Account when the Consent Amendments of the Bond Resolution are estimated to become effective in FY 2018.

The proposed Consent Amendments to the Bond Resolution also permit the addition of Transfers to Net Revenues in computing the debt service coverage requirement. Transfers are limited to no more than 25% of Debt Service payable in the Fiscal Year from amounts on deposit in the Discretionary Fund. Transfers are not included in the calculation of debt service on Exhibit G.

Net Revenues are forecast to be at least 125% of the Aggregate Debt Service (on senior Bonds) in each of the Fiscal Years 2015 through 2022 and sufficient to pay all indebtedness, deposits, and liens. Thus, the Rate Covenant of the Bond Resolution is forecast to be met in each Fiscal Year of the forecast period.

Sources and Uses of Bond Funds - 2015 Project
Orlando International Airport
(numbers in thousands)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Proposed 2015 Bonds			Proposed 2016 Bonds			Total Bonds	Other Funds	Total
	GARB	PFC-Supported	Subtotal	GARB	PFC-Supported	Subtotal			
Sources Of Funds									
Par Amount of Bonds	\$ 70,345	\$ 147,735	\$ 218,080	\$ 92,905	\$ 123,125	\$ 216,030	\$ 434,110	\$ -	\$ 434,110
Premium	6,737	13,888	20,625	5,338	6,989	12,327	32,951	-	32,951
Prior Bonds	-	-	-	-	-	-	-	8,483	8,483
PFC Pay-As-You-Go	-	-	-	-	-	-	-	107,492	107,492
Authority Funds	-	-	-	-	-	-	-	76,626	76,626
Grants and Other Funds	-	-	-	-	-	-	-	151,399	151,399
Total Sources	\$ 77,082	\$ 161,623	\$ 238,705	\$ 98,243	\$ 130,114	\$ 228,357	\$ 467,061	\$ 344,001	\$ 811,062
Uses Of Funds									
Project Costs									
Ticket Lobby Improvements	\$ 18,000	\$ 69,000	\$ 87,000	\$ -	\$ -	\$ -	\$ 87,000	\$ 59,181	\$ 146,181
Airside 4 Improvements	20,390	90,233	110,623	-	-	-	110,623	3,377	114,000
Airsides 1 & 3 APMs	30,000	-	30,000	60,000	-	60,000	90,000	-	90,000
South Airport APM Complex	-	-	-	24,710	120,793	145,503	145,503	281,442	426,945
	\$ 68,390	\$ 159,233	\$ 227,623	\$ 84,710	\$ 120,793	\$ 205,503	\$ 433,126	\$ 344,001	\$ 777,127
Financing Costs									
Capitalized Interest Fund	\$ 7,549	\$ -	\$ 7,549	6,706	-	\$ 6,706	\$ 14,255	-	\$ 14,255
Line of Credit Interest Repayment	84	170	254	78	383	461	715	-	715
Debt Service Reserve Fund	-	-	-	5,350	7,090	12,440	12,440	-	12,440
Costs of Issuance	703	1,477	2,181	929	1,231	2,160	4,341	-	4,341
Underwriters Discount	352	739	1,090	465	616	1,080	2,171	-	2,171
Rounding	4	4	7	5	1	5	13	-	13
Total Uses	\$ 77,082	\$ 161,623	\$ 238,705	\$ 98,243	\$ 130,114	\$ 228,357	\$ 467,061	\$ 344,001	\$ 811,062

Sources: Project costs: the Greater Orlando Aviation Authority; all other: Rayond James, the independent registered municipal advisor to the Authority.

**Sources and Uses of Bond Funds - South Terminal Complex
Orlando International Airport
(numbers in thousands)**

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Future STC Bonds						
	GARB	PFC-Supported	Subordinate	Total Bonds	Other Funds	Total	
Sources Of Funds							
Par Amount of Bonds	\$ 517,495	\$ 495,085	\$ 544,245	\$ 1,556,825	\$ -	\$ 1,556,825	
Premium	12,694	15,824	8,829	37,347	-	37,347	
Prior Bonds DSRF Release	3,862	-	-	3,862	-	3,862	
PFC Pay-As-You-Go	-	-	-	-	179,000	179,000	
Authority Funds	-	-	-	-	50,000	50,000	
Grants and Other Funds	-	-	-	-	140,700	140,700	
Total Sources	\$ 534,051	\$ 510,909	\$ 553,074	\$ 1,598,034	\$ 369,700	\$ 1,967,734	
Uses Of Funds							
Project Costs							
	479,045	472,211	479,045	1,430,300	369,700	1,800,000	
	\$ 479,045	\$ 472,211	\$ 479,045	\$ 1,430,300	\$ 369,700	\$ 1,800,000	
Financing Costs							
Capitalized Interest Fund	\$ 25,122	\$ -	\$ 27,493	\$ 52,615	-	\$ 52,615	
Line of Credit Interest Repayment	1,710	18	1,710	3,437	-	3,437	
Debt Service Reserve Fund	20,405	31,251	36,655	88,311	-	88,311	
Costs of Issuance	5,175	4,951	5,442	15,568	-	15,568	
Underwriters Discount	2,587	2,475	2,721	7,784	-	7,784	
Rounding	8	2	8	18	-	18	
Total Uses	\$ 534,051	\$ 510,909	\$ 553,074	\$ 1,598,034	\$ 369,700	\$ 1,967,734	

Source: Rayond James, the independent registered municipal advisor to the Greater Orlando Aviation Authority.

Exhibit B

Application of PFC Revenues
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
PFC Revenues									
Enplaned Passengers	17,535	18,850	19,915	20,376	20,840	21,316	21,805	22,307	22,822
Percent of PFC Eligible Passengers	<u>85.8%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>	<u>88.5%</u>
PFC Eligible Enplaned Passengers	15,051	16,682	17,624	18,033	18,443	18,865	19,297	19,741	20,198
PFC Collection Level	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50	\$ 4.50
Less: PFC Airline Collection Fee	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>	<u>(0.11)</u>
Net PFC Collection Level	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39
PFC Collections (excluding interest)	\$ 66,074	\$ 73,235	\$ 77,371	\$ 79,165	\$ 80,967	\$ 82,816	\$ 84,715	\$ 86,665	\$ 88,668
Interest Earnings	<u>244</u>	<u>472</u>	<u>496</u>	<u>456</u>	<u>383</u>	<u>290</u>	<u>175</u>	<u>152</u>	<u>202</u>
Total Annual PFC Revenues	\$ 66,318	\$ 73,707	\$ 77,867	\$ 79,621	\$ 81,350	\$ 83,106	\$ 84,890	\$ 86,817	\$ 88,870
Cumulative PFC Collections	\$ 1,061,186	\$ 1,134,893	\$ 1,212,760	\$ 1,292,381	\$ 1,373,731	\$ 1,456,837	\$ 1,541,727	\$ 1,628,544	\$ 1,717,413
PFC Cashflow									
PFC Fund Beginning Balance	\$ 131,061	\$ 183,140	\$ 195,126	\$ 201,903	\$ 163,252	\$ 143,884	\$ 88,499	\$ 51,472	\$ 70,377
Interim Financing (under bank line of credit)	-	-	-	-	-	-	-	-	-
Deposits:									
Annual PFC Revenues	66,318	73,707	77,867	79,621	81,350	83,106	84,890	86,817	88,870
PFC Coverage from Prior Year	16,571	4,072	4,072	6,793	12,403	-	-	-	-
Transfers from Bonds/Commercial Pap	-	-	-	-	-	-	-	-	-
Withdrawals									
PAYGO Approved - #1 to #14	(4,750)	-	-	-	-	-	-	-	-
PAYGO - Future Approval ¹	(5,701)	(45,431)	(41,199)	(63,049)	(58,830)	(71,274)	(53,995)	-	-
Interim Financing Interest Expenses	-	-	-	-	-	-	-	-	-
Debt Service on PFC-Backed Bonds									
Outstanding Bonds	(16,287)	(16,290)	(16,297)	(16,289)	(16,291)	(16,361)	(16,355)	(16,353)	(16,359)
Series 2015	-	-	(9,078)	(9,610)	(9,611)	(9,613)	(9,615)	(9,614)	(9,612)
Series 2016	-	-	(1,796)	(8,004)	(8,006)	(8,003)	(8,006)	(8,004)	(8,006)
Future STC Bonds (October 2016)	-	-	-	(15,710)	(20,384)	(20,380)	(20,384)	(20,381)	(20,381)
Future STC Bonds (October 2018)	-	-	-	-	-	(12,860)	(12,895)	(12,895)	(12,898)
Future Master Plan Projects	-	-	-	-	-	-	(666)	(666)	(666)
South Terminal Subordinate PFC	-	-	-	-	-	-	-	-	-
PFC Coverage Requirement	<u>(4,072)</u>	<u>(4,072)</u>	<u>(6,793)</u>	<u>(12,403)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
PFC Fund Ending Balance	\$ 183,140	\$ 195,126	\$ 201,903	\$ 163,252	\$ 143,884	\$ 88,499	\$ 51,472	\$ 70,377	\$ 91,324

1. Includes PFC paygo for South Terminal Complex.

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit C

A-115

Debt Service
Orlando International Airport

(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Airport Facilities Revenue Bonds									
<u>Non-PFC Backed</u>									
Series 1998	\$ 1,796	\$ 1,355	\$ 883	\$ 543	\$ -	\$ -	\$ -	\$ -	\$ -
Series 2003A (refunded by 2013B)	6,169	6,213	14,671	5,510	5,090	-	-	-	-
Series 2007	16,732	16,730	16,731	16,729	16,728	16,731	16,731	16,728	16,729
Series 2008A	35,063	35,526	24,507	33,920	27,697	-	-	-	-
Series 2009A	5,663	13,393	15,488	15,488	15,486	15,485	15,489	15,489	15,488
Series 2009B	9,826	2,097	-	-	-	-	-	-	-
Series 2010A	988	988	1,823	1,825	1,821	1,823	1,821	1,822	1,820
Series 2010B	2,640	2,606	5,634	5,718	12,891	-	-	-	-
Series 2011A	73	73	73	73	73	73	73	73	73
Series 2011B	2,480	2,480	2,480	2,480	2,480	2,610	2,613	2,609	7,327
Series 2011C	80	80	80	80	80	595	595	604	-
Series 2011D	2,290	2,292	2,293	2,293	2,292	30,245	30,243	-	-
Series 2012A	1,384	1,384	1,384	1,384	1,384	1,384	1,384	29,069	-
Series 2013A Baggage Loan	-	4,297	4,294	4,298	4,298	4,295	4,294	4,299	4,294
Series 2015	-	-	-	87	2,720	4,802	4,803	4,806	4,805
Series 2016	-	-	-	678	3,274	6,235	6,236	6,237	6,235
Future STC Bonds (October 2017)	-	-	-	-	-	-	7,942	7,942	7,942
Future STC Bonds (October 2018)	-	-	-	-	-	-	9,286	9,286	9,286
Future STC Bonds (October 2019)	-	-	-	-	-	-	10,311	10,340	10,340
Future Master Plan Projects	-	-	-	-	-	-	-	3,601	3,601
Subtotal - Non-PFC Backed	\$ 85,185	\$ 89,514	\$ 90,341	\$ 91,105	\$ 96,313	\$ 84,278	\$ 111,821	\$ 112,902	\$ 87,938

Exhibit C

A-116

Debt Service
Orlando International Airport

(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
PFC-Backed									
Series 2009C - PFC	5,629	5,632	5,633	5,633	5,629	5,632	5,629	5,630	5,632
Series 2010A	3,953	3,954	3,953	3,951	3,954	3,953	3,954	3,954	3,951
Series 2010B	1,160	1,165	1,166	1,166	1,162	-	-	-	-
Series 2011A	393	389	389	389	389	393	391	389	392
Series 2011B	684	684	684	684	684	1,914	1,912	1,910	1,914
Series 2011C	3,061	3,056	3,059	3,057	3,058	3,059	3,059	3,058	3,057
Series 2011D	938	942	943	941	945	941	941	942	945
Series 2012A	469	469	469	469	469	469	469	469	469
Series 2015	-	-	9,078	9,610	9,611	9,613	9,615	9,614	9,612
Series 2016	-	-	1,796	8,004	8,006	8,003	8,006	8,004	8,006
Future STC Bonds (October 2016)	-	-	-	15,710	20,384	20,380	20,384	20,381	20,381
Future STC Bonds (October 2018)	-	-	-	-	-	12,860	12,895	12,895	12,898
Future Master Plan Projects	-	-	-	-	-	-	666	666	666
Subtotal - PFC-Backed	\$ 16,287	\$ 16,290	\$ 27,171	\$ 49,612	\$ 54,292	\$ 67,217	\$ 67,921	\$ 67,912	\$ 67,922
Aggregate Debt Service	\$ 101,472	\$ 105,803	\$ 117,512	\$ 140,717	\$ 150,604	\$ 151,495	\$ 179,742	\$ 180,815	\$ 155,861
Subordinated Indebtedness									
1998B&C Gulf Breeze	\$ 3,114	\$ 3,105	\$ 517	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1997B Gulf Breeze ¹	4,090	4,088	13,499	7,206	7,205	7,206	7,209	7,205	7,204
FDOT Loan Repayment for ITF	-	-	-	1,639	2,493	2,547	2,603	2,660	2,718
Future STC Subordinated Indebtedness	-	-	-	-	-	-	29,198	29,228	29,228
Secondary Subordinated Indebtedness²									
Lines of Credit (LOC)	-	-	-	-	-	-	-	-	-
Total Subordinated Indebtedness	\$ 7,204	\$ 7,194	\$ 14,016	\$ 8,846	\$ 9,698	\$ 9,753	\$ 39,010	\$ 39,093	\$ 39,150
Total Debt Service	\$ 108,676	\$ 112,997	\$ 131,528	\$ 149,563	\$ 160,302	\$ 161,248	\$ 218,752	\$ 219,907	\$ 195,011

Exhibit C

Debt Service
Orlando International Airport

(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO			
							2020	2021	2022	
Cost Center Allocations										
Airfield	\$ 10,784	\$ 10,781	\$ 11,349	\$ 11,361	\$ 12,698	\$ 21,219	\$ 25,206	\$ 23,979	\$ 11,097	
Terminal Apron	510	511	476	475	392	118	2,190	2,184	2,076	
Terminal										
Terminal	\$ 64,373	\$ 68,694	\$ 73,175	\$ 73,938	\$ 77,808	\$ 57,026	\$ 131,524	\$ 130,859	\$ 122,412	
FIS	883	883	6,449	6,778	7,664	7,787	7,787	7,788	7,885	
Subtotal	\$ 65,256	\$ 69,577	\$ 79,624	\$ 80,716	\$ 85,471	\$ 64,812	\$ 139,311	\$ 138,646	\$ 130,297	
Other Buildings and Grounds	4,759	4,764	4,914	21,180	25,819	43,722	2,919	3,798	2,495	
Hotel	3,162	3,153	564	47	46	106	106	100	30	
Ground Transportation	24,206	24,212	34,601	35,784	35,876	31,271	49,021	51,200	49,015	
Total	\$ 108,676	\$ 112,997	\$ 131,528	\$ 149,563	\$ 160,302	\$ 161,248	\$ 218,752	\$ 219,907	\$ 195,011	

1. To be refunded with 2016 Subordinated Indebtedness.

2. Takes effect when the Consent Amendments to the Bond Resolution amendments become effective. Assuming LOCs are refinanced with Bonds.

Source: Raymond James, the Authority's independent registered municipal advisor.

Exhibit D

Operation and Maintenance Expenses
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO		
							2020	2021	2022
Direct Expenses	\$ 122,063	\$ 130,215	\$ 137,906	\$ 142,044	\$ 146,305	\$ 150,694	\$ 155,215	\$ 159,871	\$ 164,667
Indirect Expenses									
Operation	\$ 13,623	\$ 15,665	\$ 17,772	\$ 18,305	\$ 18,854	\$ 19,420	\$ 20,003	\$ 20,603	\$ 21,221
Maintenance	11,385	13,288	13,862	14,278	14,706	15,147	15,602	16,070	16,552
ARFF	7,611	8,399	8,854	9,119	9,393	9,675	9,965	10,264	10,572
OPD	9,915	10,481	12,414	12,786	13,170	13,565	13,972	14,391	14,822
Property	1,107	1,391	1,289	1,328	1,367	1,408	1,451	1,494	1,539
Admin	32,278	41,220	46,974	48,383	49,834	51,329	52,869	54,455	56,089
Insurance and other	10,413	12,299	12,208	12,574	12,951	13,340	13,740	14,152	14,577
Total Indirect Expenses	\$ 86,332	\$ 102,742	\$ 113,372	\$ 116,773	\$ 120,276	\$ 123,884	\$ 127,601	\$ 131,429	\$ 135,372
Subtotal	\$ 208,394	\$ 232,956	\$ 251,278	\$ 258,816	\$ 266,581	\$ 274,578	\$ 282,816	\$ 291,300	\$ 300,039
Incremental Expenses (for new facilities)	-	-	-	4,622	10,308	10,617	60,693	62,513	64,389
Operation and Maintenance Expenses	\$ 208,394	\$ 232,956	\$ 251,278	\$ 263,438	\$ 276,888	\$ 285,195	\$ 343,508	\$ 353,813	\$ 364,428
<u>By Cost Center and Sub-Cost Center</u>									
Airfield	\$ 21,600	\$ 24,405	\$ 26,639	\$ 27,252	\$ 27,859	\$ 28,695	\$ 28,135	\$ 28,979	\$ 29,849
Terminal Apron	2,691	3,530	3,849	3,937	4,025	4,146	4,065	4,187	4,313
Terminal									
Terminal	\$ 122,017	\$ 137,197	\$ 148,351	\$ 152,887	\$ 156,419	\$ 161,111	\$ 212,923	\$ 219,311	\$ 225,890
FIS	2,000	2,164	2,717	2,798	2,882	2,969	4,341	4,471	4,605
Subtotal	\$ 124,017	\$ 139,361	\$ 151,067	\$ 155,685	\$ 159,301	\$ 164,080	\$ 217,264	\$ 223,782	\$ 230,495
Other Buildings and Grounds	4,596	5,795	6,381	6,528	6,673	6,873	6,739	6,941	7,150
Hotel	28,424	29,153	30,021	30,906	31,816	32,770	33,635	34,644	35,683
Ground Transportation	27,067	30,712	33,320	39,130	47,214	48,631	53,670	55,280	56,938
Total	\$ 208,394	\$ 232,956	\$ 251,278	\$ 263,438	\$ 276,888	\$ 285,195	\$ 343,508	\$ 353,813	\$ 364,428
Percent Change	5.1%	11.8%	7.9%	4.8%	5.1%	3.0%	20.4%	3.0%	3.0%

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Revenues
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Airline Revenues									
Participating Airlines									
Landing Fees	\$ 27,046	\$ 29,785	\$ 32,598	\$ 33,373	\$ 35,344	\$ 42,323	\$ 46,681	\$ 46,830	\$ 38,476
Terminal Rents	49,608	50,138	54,514	56,014	58,140	54,356	66,580	66,147	65,872
Apron Fees	1,861	2,233	2,398	2,424	2,468	2,424	3,279	3,357	3,367
Equipment Charges	1,999	2,368	2,997	2,988	3,110	3,237	3,992	3,964	4,065
Baggage System Fees	33,053	39,055	44,777	46,349	48,202	46,188	69,223	69,630	70,193
Participating Airlines (excluding Facility Fees/FIS)	\$113,566	\$123,580	\$137,283	\$141,148	\$147,263	\$148,528	\$189,755	\$189,928	\$181,973
Facility Fees/FIS									
Terminal Facility Fees	8,502	7,699	9,419	9,867	10,615	10,194	13,721	13,970	14,270
FIS Fees	5,235	6,153	7,430	7,735	8,028	8,334	8,655	8,990	9,340
Ramp Parking & RON Fees	1,269	1,383	1,832	1,882	1,949	1,984	2,530	2,611	2,708
Cargo Landing Fees	1,121	1,179	1,233	1,242	1,295	1,527	1,657	1,636	1,323
Non-Participating Airlines									
Landing Fees	1,781	2,102	2,300	2,355	2,494	2,986	3,294	3,304	2,715
Baggage System Fees	1,153	3,299	1,628	1,685	1,752	1,679	2,517	2,531	2,552
Space Use Permits	525	548	843	866	887	824	898	892	888
Continental Hangar Tenant Finish	188	188	188	188	188	188	188	188	188
Total Airline Revenues	\$133,341	\$146,130	\$162,155	\$166,968	\$174,471	\$176,245	\$223,214	\$224,050	\$215,957
Less: Cargo Landing Fees and Continental Hang	(1,309)	(1,367)	(1,421)	(1,430)	(1,483)	(1,715)	(1,845)	(1,824)	(1,511)
Passenger Airline Payments	\$132,032	\$144,763	\$160,734	\$165,538	\$172,988	\$174,531	\$221,369	\$222,226	\$214,446
Enplaned Passengers	17,535	18,850	19,915	20,376	20,840	21,316	21,805	22,307	22,822
Airline Payments Per Enplaned Passenger	\$ 7.53	\$ 7.68	\$ 8.07	\$ 8.12	\$ 8.30	\$ 8.19	\$ 10.15	\$ 9.96	\$ 9.40

Revenues
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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Non-airline Revenues									
Terminal									
Terminal Area Rents - Nonairline	\$ 10,001	\$ 9,571	\$ 10,145	\$ 10,383	\$ 10,605	\$ 9,958	\$ 10,713	\$ 10,653	\$ 10,615
Advertising	3,026	3,026	2,778	2,810	2,842	2,875	2,908	2,941	2,975
Food and Beverage	18,144	19,505	19,374	20,046	20,732	21,444	22,183	22,948	23,742
Merchandise and Services									
General Merchandise	19,892	21,384	22,592	23,376	24,176	25,007	25,867	26,760	27,687
Services	8,633	9,379	10,017	10,364	10,719	11,087	11,469	11,865	12,276
Other Rentals	2,015	2,610	2,541	2,750	2,791	2,673	2,811	2,800	2,793
Ground Transportation									
Off-airport Parking	1,350	1,467	1,567	1,621	1,676	1,734	1,794	1,856	1,920
Parking Facilities	49,079	52,344	53,576	55,670	58,997	61,166	67,024	69,271	70,886
Car Rentals	87,018	88,063	92,274	95,644	99,106	102,704	106,446	110,337	114,383
Intermodal Transit Facility Revenues	-	-	-	-	2,424	3,489	3,671	4,227	4,261
Commercial Lane	9,818	10,095	10,735	11,107	11,488	11,882	12,291	12,716	13,156
Other									
Other Buildings and Grounds	13,795	12,948	13,799	13,937	14,076	14,217	14,359	14,503	14,648
Hotel	35,725	36,370	37,330	39,460	40,216	40,987	41,773	42,575	43,393
Other Operating Revenue	2,491	2,057	2,060	2,081	2,101	2,122	2,143	2,164	2,186
Fuel	2,134	2,102	2,163	2,074	2,076	3,949	3,364	3,151	761
Total Non-airline Revenues	\$263,121	\$270,921	\$280,950	\$291,321	\$304,025	\$315,293	\$328,816	\$338,766	\$345,680
Percent Change		3.0%	3.7%	3.7%	4.4%	3.7%	4.3%	3.0%	2.0%
Operating Revenues									
Interest Earnings	\$396,462	\$417,051	\$443,105	\$458,290	\$478,496	\$491,539	\$552,030	\$562,816	\$561,636
Available PFC Revenues ¹	1,638	1,994	2,071	2,024	2,531	3,089	3,562	3,584	3,283
Other Non-Operating Revenues	20,358	20,362	33,963	62,016	-	-	-	-	-
	238	-	-	-	-	-	-	-	-
Revenues	\$418,696	\$439,407	\$479,139	\$522,330	\$481,027	\$494,628	\$555,592	\$566,400	\$564,919
Revenues Excluding Available PFC Revenues									
Percent Change	4.7%	5.2%	6.2%	3.4%	4.5%	2.8%	12.3%	1.9%	-0.3%

1. Reflects the revised treatment of PFC Revenues as an offset to Debt Service instead of inclusion in Available PFC Revenues when Consent Amendments of the Bond Resolution amendments take effect.

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit E-1

A-121

Landing Fee and Apron Use Fee
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

A-121

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Airfield Requirement									
Operation and Maintenance Expenses	\$ 21,600	\$ 24,405	\$ 26,639	\$ 27,252	\$ 27,859	\$ 28,695	\$ 28,135	\$ 28,979	\$ 29,849
Operating Reserve Requirement	149	300	372	102	101	139	(93)	141	145
Debt Service									
Non-PFC Supported	9,458	9,454	10,018	10,034	11,369	19,885	21,820	20,592	7,708
PFC-Supported	1,326	1,326	1,327	1,326	1,327	1,333	1,332	1,332	1,333
Subordinated Indebtedness	1	1	4	2	2	2	2,053	2,055	2,055
Senior Lien Debt Service Coverage	-	-	-	-	-	-	-	-	-
Amortization for GOAA-Funded R&R Projects	677	1,008	1,261	1,604	1,827	2,014	2,192	2,265	2,629
Amortization for GOAA-Funded CIP Projects	-	-	-	50	50	50	889	889	889
Less: Available PFC Revenues for Senior Lien	(1,326)	(1,326)	(1,327)	(1,326)	(1,327)	(1,333)	(1,332)	(1,332)	(1,333)
Less: Available PFC Revenues for Subordinate Lien	-	-	-	-	-	-	-	-	-
Total Airfield Requirement	\$ 31,885	\$ 35,168	\$ 38,295	\$ 39,044	\$ 41,209	\$ 50,785	\$ 54,996	\$ 54,921	\$ 43,275
Less: Fuel System Revenues and Fuel Flowage Fees	(2,134)	(2,102)	(2,163)	(2,074)	(2,076)	(3,949)	(3,364)	(3,151)	(761)
Net Airfield Requirement	\$ 29,751	\$ 33,066	\$ 36,131	\$ 36,970	\$ 39,133	\$ 46,836	\$ 51,632	\$ 51,770	\$ 42,514
 Total Maximum Gross Landed Weight (1,000 pounds)									
Passenger Airline Landing Fees	\$ 19,908	20,957	22,040	22,511	22,982	23,465	23,960	24,470	24,993
Cargo Landing Fees	763	775	779	783	787	791	795	799	803
Total Maximum Gross Landed Weight	20,671	21,732	22,819	23,294	23,768	24,255	24,755	25,268	25,796
 Landing Fee Rate (per 1,000 pound unit)	\$ 1.44	\$ 1.52	\$ 1.58	\$ 1.59	\$ 1.65	\$ 1.93	\$ 2.09	\$ 2.05	\$ 1.65
 Passenger Airline Landing Fees	\$ 28,653	\$ 31,887	\$ 34,898	\$ 35,728	\$ 37,838	\$ 45,310	\$ 49,974	\$ 50,134	\$ 41,191
Cargo Landing Fees	1,099	1,179	1,233	1,242	1,295	1,527	1,657	1,636	1,323
Total Landing Fees	\$ 29,751	\$ 33,066	\$ 36,131	\$ 36,970	\$ 39,133	\$ 46,836	\$ 51,632	\$ 51,770	\$ 42,514
 Participating Airline Landing Fee Revenues	\$ 26,763	\$ 29,785	\$ 32,598	\$ 33,373	\$ 35,344	\$ 42,323	\$ 46,681	\$ 46,830	\$ 38,476
Non-participating Airline Landing Fee Revenues	1,888	2,102	2,300	2,355	2,494	2,986	3,294	3,304	2,715
Cargo Landing Fee Revenue	1,099	1,179	1,233	1,242	1,295	1,527	1,657	1,636	1,323
Total Landing Fee Revenue	\$ 29,750	\$ 33,066	\$ 36,131	\$ 36,970	\$ 39,133	\$ 46,836	\$ 51,632	\$ 51,770	\$ 42,514

Exhibit E-1

A-122

Landing Fee and Apron Use Fee
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Terminal Apron Requirement									
Operation and Maintenance Expenses	\$ 2,691	\$ 3,530	\$ 3,849	\$ 3,937	\$ 4,025	\$ 4,146	\$ 4,065	\$ 4,187	\$ 4,313
Operating Reserve Requirement	145	41	53	15	15	20	(13)	20	21
Debt Service	-								
Non-PFC Supported	510	511	476	475	392	118	1,124	1,116	1,008
PFC-Supported	-	-	-	-	-	-	-	-	-
Subordinated Indebtedness	-	-	-	-	-	-	1,067	1,068	1,068
Senior Lien Debt Service Coverage	-	-	-	-	-	-	-	-	-
Amortization for GOAA-Funded R&R Projects	-	-	4	4	4	4	4	3	3
Amortization for GOAA-Funded CIP Projects	-	-	-	-	-	-	-	-	-
Less: Available PFC Revenues for Senior Lien	-	-	-	-	-	-	-	-	-
Less: Available PFC Revenues for Subordinate Lien	-	-	-	-	-	-	-	-	-
Terminal Apron Requirement	\$ 3,346	\$ 4,082	\$ 4,382	\$ 4,431	\$ 4,436	\$ 4,288	\$ 6,246	\$ 6,394	\$ 6,412
Terminal Apron Requirement Allocable to Remote RON Area	\$ 508	\$ 620	\$ 666	\$ 673	\$ 674	\$ 651	\$ 949	\$ 971	\$ 974
Terminal Apron Requirement Allocable to Gates	\$ 2,838	\$ 3,462	\$ 3,716	\$ 3,758	\$ 3,762	\$ 3,636	\$ 5,297	\$ 5,423	\$ 5,438
Total Operating Gates	93	93	93	93	93	93	105	105	105
Average Terminal Apron Rate per Gate	\$ 30,516	\$ 37,223	\$ 39,959	\$ 40,407	\$ 40,452	\$ 39,101	\$ 50,450	\$ 51,645	\$ 51,795
Rented Gates	60	60	60	60	61	62	65	65	65
Airline Terminal Apron Use Fees	\$ 1,831	\$ 2,233	\$ 2,398	\$ 2,424	\$ 2,468	\$ 2,424	\$ 3,279	\$ 3,357	\$ 3,367

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit E-2

A-123

Terminal Premises Rate
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Terminal Requirement									
Operation and Maintenance Expenses	\$ 124,017	\$ 139,361	\$ 151,067	\$ 155,685	\$ 159,301	\$ 164,080	\$ 217,264	\$ 223,782	\$ 230,495
Operating Reserve Requirement	(434)	1,477	1,951	770	603	797	8,864	1,086	1,119
Debt Service	-	-	-	-	-	-	-	-	-
Non-PFC Supported	55,668	59,985	60,940	61,512	66,267	45,605	65,809	65,133	56,777
PFC-Supported	9,582	9,586	18,665	19,194	19,195	19,198	56,819	56,814	56,821
Subordinated Indebtedness	6	6	19	10	10	10	16,683	16,700	16,700
Senior Lien Debt Service Coverage	-	-	-	-	-	-	-	-	-
Amortization for GOAA-Funded R&R Projects	2,806	3,682	5,268	5,801	6,557	6,893	7,375	6,910	8,060
Amortization for GOAA-Funded CIP Projects	-	-	-	1,237	1,237	2,348	4,126	4,691	4,691
Total Terminal Requirement	\$ 191,645	\$ 214,097	\$ 237,910	\$ 244,208	\$ 253,168	\$ 238,930	\$ 376,940	\$ 375,116	\$ 374,663
Less:									
Miscellaneous Direct Reimbursements	\$ (2,880)	(2,880)	(2,480)	(2,480)	(2,480)	(2,480)	(2,480)	(2,480)	(2,480)
Airline Equipment Requirement	(3,060)	(3,671)	(4,645)	(4,631)	(4,742)	(4,856)	(6,448)	(6,403)	(6,567)
FIS Requirement	(11,160)	(12,332)	(14,219)	(14,539)	(17,380)	(16,734)	(28,673)	(28,294)	(28,434)
Baggage System O&M Expenses	(8,669)	(9,892)	(10,503)	(10,818)	(11,142)	(11,477)	(11,821)	(12,175)	(12,541)
Available PFC Revenues for Senior Lien	(9,582)	(9,586)	(18,665)	(19,194)	(19,195)	(19,198)	(56,819)	(56,814)	(56,821)
Available PFC Revenues for Subordinate Lien	-	-	-	-	-	-	-	-	-
Net Terminal Requirement	\$ 156,294	\$ 175,736	\$ 187,399	\$ 192,547	\$ 198,229	\$ 184,187	\$ 270,699	\$ 268,950	\$ 267,821
Rentable Space (square feet)	1,474	1,477	1,476	1,476	1,483	1,483	2,001	2,001	2,001
Enclosed Terminal Premises Rate (per square foot)	\$ 106.04	\$ 118.98	\$ 126.93	\$ 130.42	\$ 133.67	\$ 124.20	\$ 135.26	\$ 134.38	\$ 133.82
Airline Assigned Space (square feet)	455	694	712	715	725	730	935	938	942
Net Airline Requirement	\$ 48,269	\$ 82,574	\$ 90,390	\$ 93,204	\$ 96,926	\$ 90,720	\$ 126,473	\$ 126,107	\$ 126,050
Less Space Rental for Common Use Baggage Charges	(28,409)	(32,462)	(35,902)	(37,216)	(38,812)	(36,391)	(59,918)	(59,986)	(60,204)
Subtotal - Exclusive/Preferential Use Space Rentals	\$ 19,860	\$ 50,112	\$ 54,488	\$ 55,988	\$ 58,114	\$ 54,330	\$ 66,554	\$ 66,121	\$ 65,846
Unenclosed Terminal Premises (Existing Class 5)									
Rate (per square foot)	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
Airline Assigned Space (square feet)	15	9	9	9	9	9	9	9	9
Unenclosed Terminal Premises Rentals	45	26	26	26	26	26	26	26	26
Total Airline Terminal Rentals (excluding Baggage Space)	\$ 19,904	\$ 50,138	\$ 54,514	\$ 56,014	\$ 58,140	\$ 54,356	\$ 66,580	\$ 66,147	\$ 65,872
Enclosed Terminal Premises Rate (per square foot)	\$ 106.04	\$ 118.98	\$ 126.93	\$ 130.42	\$ 133.67	\$ 124.20	\$ 135.26	\$ 134.38	\$ 133.82
Other Airline Space	8	5	7	7	7	7	7	7	7
Terminal Rentals (Non-participating Airlines)	\$ 884	\$ 548	\$ 843	\$ 866	\$ 887	\$ 824	\$ 898	\$ 892	\$ 888

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit E-3

Airline Payments per Enplaned Passenger
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Total Passenger Airline Payments									
Landing Fees	\$ 28,827	\$ 31,887	\$ 34,898	\$ 35,728	\$ 37,838	\$ 45,310	\$ 49,974	\$ 50,134	\$ 41,191
Terminal Rents	49,608	50,138	54,514	56,014	58,140	54,356	66,580	66,147	65,872
Apron Fees	1,861	2,233	2,398	2,424	2,468	2,424	3,279	3,357	3,367
Airline Equipment Fees	1,999	2,368	2,997	2,988	3,110	3,237	3,992	3,964	4,065
Baggage System Fees	34,206	42,354	46,405	48,034	49,954	47,867	71,739	72,161	72,745
Terminal Facility Fees	8,502	7,699	9,419	9,867	10,615	10,194	13,721	13,970	14,270
FIS Fees	5,235	6,153	7,430	7,735	8,028	8,334	8,655	8,990	9,340
Ramp Parking & RON Fees	1,269	1,383	1,832	1,882	1,949	1,984	2,530	2,611	2,708
Space Use Permits	525	548	843	866	887	824	898	892	888
Total Passenger Airline Payments	\$ 132,032	\$ 144,763	\$ 160,734	\$ 165,538	\$ 172,988	\$ 174,531	\$ 221,369	\$ 222,226	\$ 214,446
Enplaning Passengers	17,535	18,850	19,915	20,376	20,840	21,316	21,805	22,307	22,822
Cost per Enplaned Passenger for All Airlines	\$ 7.53	\$ 7.68	\$ 8.07	\$ 8.12	\$ 8.30	\$ 8.19	\$ 10.15	\$ 9.96	\$ 9.40
Revenue Sharing Payments ¹	(51,553)	(36,402)	(31,487)	(19,899)	(20,887)	(14,017)	-	-	-
Total Passenger Airline Payments Net of Revenue Sharing	\$ 80,478	\$ 108,361	\$ 129,247	\$ 145,639	\$ 152,101	\$ 160,514	\$ 221,369	\$ 222,226	\$ 214,446
Enplaning Passengers	17,535	18,850	19,915	20,376	20,840	21,316	21,805	22,307	22,822
Cost per Enplaned Passenger for All Airlines	\$ 4.59	\$ 5.75	\$ 6.49	\$ 7.15	\$ 7.30	\$ 7.53	\$ 10.15	\$ 9.96	\$ 9.40
Participating Airline Payments									
Landing Fee	\$ 27,046	\$ 29,785	\$ 32,598	\$ 33,373	\$ 35,344	\$ 42,323	\$ 46,681	\$ 46,830	\$ 38,476
Terminal Rent	49,608	50,138	54,514	56,014	58,140	54,356	66,580	66,147	65,872
Apron Fee	1,861	2,233	2,398	2,424	2,468	2,424	3,279	3,357	3,367
Baggage System Fees	33,053	39,055	44,777	46,349	48,202	46,188	69,223	69,630	70,193
Airline Equipment	1,999	2,368	2,997	2,988	3,110	3,237	3,992	3,964	4,065
Participating Airline Payments (excluding Common Use/FIS Fees)	\$ 113,566	\$ 123,580	\$ 137,283	\$ 141,148	\$ 147,263	\$ 148,528	\$ 189,755	\$ 189,928	\$ 181,973
Revenue Sharing Payments	(51,553)	(36,402)	(31,487)	(19,899)	(20,887)	(14,017)	-	-	-
Participating Airline Payments Net of Revenue Sharing	\$ 62,013	\$ 87,178	\$ 105,796	\$ 121,250	\$ 126,376	\$ 134,512	\$ 189,755	\$ 189,928	\$ 181,973
Participating Airline Enplaned Passengers	16,691	17,943	18,956	19,396	19,837	20,290	20,755	21,233	21,724
Participating Airline Cost per Enplaned Passenger	\$ 3.72	\$ 4.86	\$ 5.58	\$ 6.25	\$ 6.37	\$ 6.63	\$ 9.14	\$ 8.94	\$ 8.38

1. FY 2014 represents projected amounts of Net Shared Revenues available to share with the passenger Airlines under the Rate and Revenue Sharing Agreement.

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit F

Application of Revenues
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

This exhibit is based on information from the sources indicated and assumptions provided by, or reviewed with and approved by the Authority management, as described in the accompanying text. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those forecast, and the variations could be material.

	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
Revenues									
Airline Revenues	\$ 133,341	\$ 146,130	\$ 162,155	\$ 166,968	\$ 174,471	\$ 176,245	\$ 223,214	\$ 224,050	\$ 215,957
Non-airline Revenues	263,121	270,921	280,950	291,321	304,025	315,293	328,816	338,766	345,680
Available PFC Revenues	20,358	20,362	33,963	62,016	-	-	-	-	-
Interest Earnings and Other Non-Operating Revenues	<u>1,876</u>	<u>1,994</u>	<u>2,071</u>	<u>2,024</u>	<u>2,531</u>	<u>3,089</u>	<u>3,562</u>	<u>3,584</u>	<u>3,283</u>
Revenues	\$ 418,696	\$ 439,407	\$ 479,139	\$ 522,330	\$ 481,027	\$ 494,628	\$ 555,592	\$ 566,400	\$ 564,919
Application of Revenues									
Operation and Maintenance Fund	\$ 208,394	\$ 232,956	\$ 251,278	\$ 263,438	\$ 276,888	\$ 285,195	\$ 343,508	\$ 353,813	\$ 364,428
Bond Fund									
Non-PFC Supported Debt Service	85,185	89,514	90,341	91,105	96,313	84,278	111,821	112,902	87,938
PFC-Supported Debt Service	16,287	16,290	27,171	49,612	-	-	-	-	-
Debt Service Reserve Account	-	-	-	-	-	-	-	-	-
Subordinated Indebtedness Account ¹	7,204	7,194	14,016	8,846	9,698	9,753	39,010	39,093	39,150
Subordinated Indebtedness Reserve Account	-	-	-	-	-	-	-	-	-
Operation and Maintenance Reserve Account	1,001	2,979	3,054	2,027	2,242	1,384	9,719	1,718	1,769
Secondary Subordinated Indebtedness Account ¹	-	-	-	-	-	-	-	-	-
Capital Expenditures Fund	-	-	-	-	-	-	-	-	-
Renewal and Replacement Fund	-	-	-	-	-	-	-	-	-
Discretionary Fund									
PFC Account	4,072	4,072	6,793	12,403	-	-	-	-	-
Remaining Revenues									
Net Shared Revenues (available to share with pas	51,553	36,402	31,487	19,899	20,887	14,017	-	-	-
GOAA Share	<u>45,000</u>	<u>50,000</u>	<u>55,000</u>	<u>75,000</u>	<u>75,000</u>	<u>100,000</u>	<u>51,534</u>	<u>58,874</u>	<u>71,634</u>
Total Application of Revenues	\$ 418,696	\$ 439,407	\$ 479,139	\$ 522,330	\$ 481,027	\$ 494,628	\$ 555,592	\$ 566,400	\$ 564,919

1. Assumes the proposed Phase II amendments to the Bond Resolution are approved.

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

Exhibit G

Debt Service Coverage and Rate Covenant
Orlando International Airport
(for the Fiscal Years ending September 30; numbers in thousands, except as noted)

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	Actual 2014	Estimated 2015	Forecast 2016	2017	2018	2019	STC DBO 2020	2021	2022
BOND RESOLUTION RATE COVENANT									
Revenues ¹	\$ 418,696	\$ 439,407	\$ 479,139	\$ 522,330	\$ 481,027	\$ 494,628	\$ 555,592	\$ 566,400	\$ 564,919
Operating and Maintenance Expenses	(208,394)	(232,956)	(251,278)	(263,438)	(276,888)	(285,195)	(343,508)	(353,813)	(364,428)
Net Revenues	\$ 210,302	\$ 206,451	\$ 227,861	\$ 258,891	\$ 204,139	\$ 209,433	\$ 212,084	\$ 212,587	\$ 200,491
Less:									
Operation and Maintenance Reserve Account ²	(1,001)	(2,979)	(3,054)	(2,027)	-	-	-	-	-
Capital Expenditures Fund	-	-	-	-	-	-	-	-	-
Renewal and Replacement Fund	-	-	-	-	-	-	-	-	-
Subtotal	\$ 209,301	\$ 203,472	\$ 224,808	\$ 256,865	\$ 204,139	\$ 209,433	\$ 212,084	\$ 212,587	\$ 200,491
Transfer	-	-	-	-	-	-	-	-	-
Net Revenues Available for Debt Service	\$ 209,301	\$ 203,472	\$ 224,808	\$ 256,865	\$ 204,139	\$ 209,433	\$ 212,084	\$ 212,587	\$ 200,491
Total Debt Service	\$ 101,472	\$ 105,803	\$ 117,512	\$ 140,717	\$ 150,604	\$ 151,495	\$ 179,742	\$ 180,815	\$ 155,861
Less: PFC-Backed Bonds ¹	-	-	-	-	(54,292)	(67,217)	(67,921)	(67,912)	(67,922)
Debt Service on Airport Facilities Revenue Bonds	\$ 101,472	\$ 105,803	\$ 117,512	\$ 140,717	\$ 96,313	\$ 84,278	\$ 111,821	\$ 112,902	\$ 87,938
Debt Service on Subordinated Indebtedness	7,204	7,194	14,016	8,846	9,698	9,753	39,010	39,093	39,150
Less: PFC-Backed Bonds	-	-	-	-	-	-	-	-	-
Less Interest Earnings on Subordinated Indebtedness Reserv	-	-	-	-	-	-	-	-	-
Total Debt Service (Senior and Subordinate)	\$ 108,676	\$ 112,997	\$ 131,528	\$ 149,563	\$ 106,010	\$ 94,031	\$ 150,831	\$ 151,995	\$ 127,088
Debt Service Coverage									
Airport Facilities Revenue Bonds (Senior)	2.06	1.92	1.91	1.83	2.12	2.49	1.90	1.88	2.28
Total Indebtedness (Senior and Subordinate)	1.93	1.80	1.71	1.72	1.93	2.23	1.41	1.40	1.58

1. The reduction in Revenues in FY 2018 reflects the revised treatment of PFC revenues as an offset to Debt Service instead of inclusion in Available PFC Revenues upon Phase II of the Bond Resolution amendments.

2. Reflects the subordination of deposits to the O&M Reserve Account upon Phase II of the Bond Resolution amendments.

Sources: Greater Orlando Aviation Authority (FY 2014); LeighFisher all other years, September 2015.

APPENDIX B

AIRPORT FACILITIES REVENUE BOND RESOLUTION

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OFFICIAL
CODIFIED
VERSION

GREATER ORLANDO AVIATION AUTHORITY

AIRPORT FACILITIES REVENUE BOND RESOLUTION

AUTHORIZING

AIRPORT FACILITIES REVENUE BONDS

OF

CITY OF ORLANDO, FLORIDA

Adopted June 24, 2015

Effective July 31, 2015

*Does not include Amendments applicable to only one series of Bonds or amendments not yet effective. THIS OFFICIAL, CODIFIED VERSION OF THE AIRPORT FACILITIES BOND RESOLUTION HAS BEEN FORMALLY ADOPTED BY THE GREATER ORLANDO AVIATION AUTHORITY AND ACCURATELY REFLECTS THE INITIAL BOND RESOLUTION, AS AMENDED THROUGH THE DATE INDICATED ABOVE.

GREATER ORLANDO AVIATION AUTHORITY

AIRPORT FACILITIES REVENUE BOND RESOLUTION

AUTHORIZING

AIRPORT FACILITIES REVENUE BONDS

OF

CITY OF ORLANDO, FLORIDA

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AIRPORT FACILITIES REVENUE BOND RESOLUTION

AUTHORIZING

AIRPORT FACILITIES REVENUE BONDS

OF

CITY OF ORLANDO, FLORIDA

BE IT RESOLVED BY THE GREATER ORLANDO AVIATION
AUTHORITY, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 101. Definitions. In this Resolution unless a different meaning clearly appears from the context:

“Accountant's Certificate” means a certificate signed by an independent certified public accountant or a firm of certified public accountants selected by the Authority, who may be the accountant or firm of accountants who regularly audit the books of the Authority.

“Accreted Value” means the accreted value of the Capital Appreciation Bonds, on the date of calculation, including the original principal amount or discounted principal value (original offering price) thereof, plus interest or principal accreted thereon to the date of calculation, as determined by reference to the accreted value tables contained or referred to in each such Bond.

“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, other than Capital Appreciation Bonds, 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. With respect to Variable Rate Bonds, the interest rate for the remainder of the then current calendar month shall, for purposes of this definition, be assumed to be the interest rate in effect as of the date of calculation.

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“Act” means the Greater Orlando Aviation Authority Act, Chapter 57-1658, Special Laws of Florida 1957, as amended.

“Additional Bonds” means Bonds authenticated and delivered pursuant to Section 204, and thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 506 or 1106.

“Additional Project” means the acquisition and construction of any additional aviation facilities for the Airport System or any additions, extensions, improvements and betterments to and reconstructions of the Airport System to be financed, in whole or in part, from the proceeds of any Additional Bonds issued pursuant to the provisions of Section 204.

“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 Consultant” means the airport consultant or airport consulting firm or corporation at the time retained by the Authority pursuant to Section 714 to perform the acts and carry out the duties provided for such Airport Consultant in this Resolution.

“Airport Improvement and Development Plan” means the plan prepared annually and modified as necessary by the Authority, detailing all of the Authority’s proposed capital additions and improvements to the Airport System for a five-year period.

“Airport System” means (i) the Orlando International Airport owned by the City and operated by the Authority, including all improvements and facilities now in existence, as said Airport may be hereafter added to, extended, improved or constructed and equipped, and (ii) any other aviation facility or airport acquired or constructed by the Authority; provided that, the Airport System shall not include Orlando Executive Airport (formerly known as Herndon Airport) or any additions, extensions or improvements thereto, unless (a) the Authority shall by Supplemental Resolution, expressly add Orlando Executive Airport to the Airport System, and (b) shall deliver to the Trustee (1) confirmation from each Rating Agency then maintaining a rating at the request of the Authority on any Bonds outstanding hereunder that adding Orlando Executive Airport to the Airport System will not result in a reduction or withdrawal of the credit ratings then assigned to the Bonds, and (2) the written consent of any bond insurers or other credit enhancer having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder. “Airport System” shall also include Special Purpose Facilities no part of the revenue and income from which is pledged to the payment of Authority obligations. However, “Airport System” shall not

include any airport or aviation facility thereafter acquired or constructed by the Authority with funds other than the proceeds of Bonds issued under the Resolution or revenues generated by the Airport System.

“Annual Budget” means the annual budget of the Authority, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in Section 716.

“Authority” means the Greater Orlando Aviation Authority created pursuant to the Act as an agency of the City, and any board or commission succeeding to the principal functions thereof or upon whom the powers conferred by the Act to said Authority shall be given by law. As used herein, the term Authority means the Greater Orlando Aviation Authority, acting on behalf of itself and the City.

“Authorized Newspapers” means both a newspaper or financial journal customarily published at least once a week, printed in the English language and of general circulation in the City, and a newspaper or financial journal customarily published at least once a day for at least five days (other than legal holidays) in each week, printed in the English language and of general circulation in The City of New York, New York.

“Authorized Officer of the Authority” means the Chairman, the Vice-Chairman, the Treasurer or the Secretary of the Board, or any other officer or employee of the Authority authorized by resolution of the Authority to perform specific acts or duties related to the subject matter of the authorization.

“Authorized Officer of the City” means the Mayor of the City, the City Clerk, or any other officer or employee of the City authorized by resolution of the City Council to perform specific acts or duties related to the subject matter of the authorization.

“Available PFC Revenues” means PFC Revenues received by the Authority in an amount for each relevant period not to exceed 1.25 times the Debt Service accruing during such period with respect to that portion of the Bonds issued to finance PFC Projects, as allocated by a certificate of an Authorized Officer of the Authority.

“Board” means the Greater Orlando Aviation Authority Board, the governing body of the Authority.

“Bond” or “Bonds” means any bond or bonds, as the case may be, authenticated and delivered pursuant to the Resolution.

"Bond Fund" means the Airport Facilities Bond Fund established by Section 402.

"Bondholder" or "Holder of Bonds" or any similar term means any person who shall be the bearer of any coupon Bond or Bonds or the registered owner of any Bond or Bonds without coupons.

"Bond Obligation" means as of the date of computation, the sum of: (i) the principal amount of all Bonds then Outstanding other than Capital Appreciation Bonds, and (ii) the Accreted Value of all Capital Appreciation Bonds then Outstanding.

"Bond Proceeds" means all amounts received on the sale of a Series of 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 Authority to perform the duties of Bond Registrar enumerated in Section 704.

"Capital Appreciation Bonds" means Bonds that bear interest at a compounded rate which is payable only at maturity or upon prior redemption thereof or Bonds issued at a discount from par value that bear no stated interest and appreciate in value over time.

"Capital Expenditures Fund" means the Airport Facilities Capital Expenditures Fund established by Section 402.

"City" means the City of Orlando, Florida, a municipal corporation in the County of Orange, State of Florida.

"City Council" means the City Council of the City and any successor body.

"Composite Reserve Requirement" means an amount of money or available amount under one or more Reserve Products, or a combination thereof, equal to the lesser of (i) the Maximum Aggregate Debt Service calculated with respect to all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Subaccount, (ii) 125% of the average annual Aggregate Debt Service calculated with respect to all Series of Bonds outstanding hereunder that are secured by the Composite Reserve Subaccount, or (iii) 10% of the aggregate stated principal amount of all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Subaccount; provided, however, that in determining the aggregate stated original principal amount of all Bonds Outstanding hereunder for purposes of (iii), the issue price of a Series (net of pre-

issuance accrued interest) shall be substituted for the original principal stated amount of that Series if the Series was sold at either an original issue discount or premium exceeding two percent (2%) of the stated redemption price at maturity of such Series.

"Composite Reserve Subaccount" means the subaccount in the Debt Service Reserve Account established pursuant to Section 402.

"Construction Fund" means the Airport Facilities Construction Fund established by Section 402.

"Consulting Engineers" means the engineer or engineering firm or corporation at the time retained by the Authority pursuant to Section 715 to perform the acts and carry out the duties provided for such Consulting Engineers in this Resolution.

"Cost of Construction," with respect to any Additional Project, means the Authority's costs properly attributable to the construction or acquisition thereof, including but not limited to, the cost of acquisition by or for the Authority of real or personal property or other interest therein, costs of physical construction, and costs of the Authority incidental to such construction or acquisition, the cost of any indemnity and surety bonds and premiums on insurance during construction, engineering expenses, legal fees and expenses, cost of audits, fees and expenses of the Fiduciaries and costs of financing, administrative and general overhead and keeping accounts and making reports required by the Resolution prior to commencement of operation of such Additional Project, amounts, if any, required by the Resolution to be paid into any Fund or Account established under the Resolution upon the issuance of any Series, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Authority (other than the Bonds) incurred for such Additional Project, costs of machinery, equipment and supplies and initial working capital and reserves required by the Authority for the commencement of operation of such Additional Project, and may include reimbursement to the Authority for any such items of Cost of Construction theretofore paid by or on behalf of the Authority.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys (who may be counsel or of counsel to the Authority) selected by the Authority and satisfactory to the Trustee.

"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 (other than Capital Appreciation Bonds), except to the extent that such interest 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 shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of such Series, whichever is later). Such interest and Principal Installment for such Series 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.

Except as otherwise provided herein, for purposes of calculating Debt Service with respect to Variable Rate Bonds, Variable Rate Bonds other than Taxable Bonds shall be assumed to bear interest at 125% of the Tax-Exempt Variable Rate Index as of the date of calculation and Variable Rate Taxable Bonds shall be assumed to bear interest at the Taxable Variable Rate Index as of the date of calculation.

If a Series of Variable Rate Bonds is subject to purchase by the Authority pursuant to a mandatory or optional tender by the holder, the "tender" date or dates shall be ignored and the stated maturity dates thereof shall be used for purposes of this calculation.

The interest rate for Variable Rate Bonds for purposes of determining the amount, if any, to be deposited into a subaccount in the Reserve Account for such Variable Rate Bonds shall be as required by the Supplemental Resolution authorizing the issuance of such Variable Rate Bonds; provided, however, that if no other assumption is provided, the assumptions provided above shall apply.

Other than for purposes of Section 1201 hereof, if, with respect to any portion of Debt Service, the Authority enters into a Qualified Derivative Agreement providing for Qualified Derivative Payments to the Authority which are pledged to the payment of Debt Service in an amount equal to interest on a notional amount equal to the principal portion of such Debt Service (which may include the principal of all or a portion of one or more Series of Bonds), based upon a fixed rate or a variable rate index or formula different from that used to calculate interest on the principal portion of such Debt Service, then the effective synthetic rate of interest to the Authority with respect to such principal portion of Debt Service taking into account (i) the actual interest rate borne by such principal portion of Debt Service, (ii) payments to be received by the Authority pursuant to such Qualified Derivative Agreement and (iii) payment obligations of the Authority to the counterparty under such Qualified Derivative Agreement, all based upon interest on such notional amount as determined by reference to a fixed rate or variable rate index or formula,

shall be used for purposes of this definition as the actual rate of interest with respect to such principal portion of Debt Service.

If two Series of Variable Rate Bonds, or one or more maturities within a Series, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Bonds taken as a whole, such composite fixed rate shall be used in determining the Debt Service with respect to such Bonds.

With respect to Designated Maturity Bonds, the unamortized principal coming due on the final maturity date thereof shall be ignored and in lieu thereof there shall be added to the Debt Service for the Bond Year in which such final maturity occurs and to each Bond Service Year thereafter through the 30th anniversary of the issuance of such Bonds (the "Reamortization Period") the amount of substantially level principal and interest payments (assuming for such purposes such interest rate as a financial advisor selected by the Authority and having national experience in the pricing of municipal bonds shall determine is a reasonable estimate of the rate that such Designated Maturity Bonds would bear based upon such Reamortization Period and the characteristics of such Designated Maturity Bonds) that if paid in each year during the Reamortization Period would be sufficient to pay in full the unamortized portion of such Designated Maturity Bonds by such anniversary.

"Debt Service Account" means the Airport Facilities Debt Service Account established within the Bond Fund by Section 402.

"Debt Service Reserve Account" means the Debt Service Reserve Account established within the Bond Fund by Section 402.

"Debt Service Reserve Requirement" means, with respect to the Composite Reserve Subaccount, the Composite Reserve Requirement; and with respect to each Series of Bonds issued hereunder that is not secured by the Composite Reserve Subaccount, the amount of money, if any, or available amount of Reserve Product, if any, or any combination thereof, required by Supplemental Resolution adopted prior to the issuance of such Series of Bonds to be maintained in the subaccount in the Reserve Account with respect to such Series of Bonds pursuant to Section 405-1(3) hereof, as applicable, which will not cause any existing rating on any Bonds or Series of Bonds Outstanding hereunder to be lowered, suspended or withdrawn, and which amount shall be available for use only with respect to such Series of Bonds.

"Depository" means any bank or trust company qualified under Section 601, selected by the Authority pursuant to the Resolution and approved in writing by the Trustee as a depository of moneys and securities held under the provisions of the Resolution, and may include the Trustee.

"Designated Maturity Bonds" means Bonds of a Series designated as such by Supplemental Resolution adopted in connection with the issuance thereof, for which either (i) no serial maturities or Sinking Fund Installments prior to the maturity thereof have been established, or (ii) the aggregate of such serial maturities and Sinking Fund Installments that have been established is less than the amount necessary to amortize such Bonds on a substantially level debt service basis.

"Discretionary Fund" means the Airport Facilities Discretionary Fund established by Section 402.

"Event of Default" shall have the meaning given to such term in Section 801.

"Exempt Costs" means amounts qualifying as costs of exempt facilities under Section 103(b)(4) of the Internal Revenue Code of 1954, as amended and the Treasury Regulations in effect thereunder, which are properly chargeable to the exempt facility's capital account or would be so chargeable with a proper election by the Authority or would have been so chargeable but for an election to treat such amounts as current expenses.

"FAA" means the Federal Aviation Administration, or any successor agency of the Federal Government performing the same or similar functions.

"FAA Regulations" means 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.

"Fiduciary" means the Trustee, Special Trustee and any Paying Agent, or any or all of them as may be appropriate.

"Fiscal Year" means the then current annual accounting period of the Authority for its general accounting purposes which period, at the time of the adoption of the Resolution, is the period of twelve consecutive calendar months ending with the last day of September of any year.

"Fitch" means Fitch Investors Service, L.P., a limited partnership organized and existing under the laws of the State of New York, its successors and assigns and, if such entity shall no longer perform the function of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally-recognized securities rating agency designated by the Authority, by notice to the Trustee.

"Improvement and Development Fund" means the Airport Facilities Improvement and Development Fund established by Section 402.

"Investment Securities" means any of the following securities, if and to the extent the same are at the time legal for investment of moneys and funds held under the Resolution:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any federal agency to the extent such obligations are unconditionally guaranteed by the United States of America ("United States Obligations");

(ii) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(iii) New Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(iv) negotiable certificates of deposit issued by any bank or trust company organized under the laws of any state of the United States or any national banking association (including any Depositary or Paying Agent), provided that such certificates of deposit must be purchased directly from such bank, trust company or national banking association and must be either (a) continuously and fully insured by the Federal Deposit Insurance Corporation, or (b) continuously and fully secured by such securities as are described in clauses (i) through (iii), inclusive, above which have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and are lodged with any Federal Reserve Bank, as custodian, by the bank, trust company or national banking association issuing such certificate of deposit. Additionally, the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured must furnish the Authority with an undertaking

satisfactory to the Authority that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit;

(v) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association secured by any one or more of the securities described in clauses (i), (ii) or (iii) above;

(vi) pre-refunded obligations of any state or of any agency, instrumentality or local governmental unit of any such state meeting the following conditions:

(A) the obligations are not to be redeemed prior to maturity or the fiduciary for such obligations has been given irrevocable instructions concerning their calling and redemption;

(B) the obligations are secured by cash or United States Obligations that may be applied only to interest, principal and redemption premium payments of such obligations;

(C) the principal of and interest on the United States Obligations (plus any cash in the escrow fund) have been verified by an independent certified public accountant as being sufficient to pay the principal of, redemption premium, if any, and interest on such obligations on the maturity dates or redemption dates specified in the irrevocable instructions referred to in clause (A) above;

(D) the United States Obligations and cash serving as security for the obligations are held by an escrow agent or trustee;

(E) the United States Obligations and cash are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(F) the obligations are rated in the highest rating category by Moody's and S&P;

(vii) units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to applicable state law as a legal depository of public moneys;

(viii) commercial paper rated in the highest category by S&P and Moody's;

(ix) interest-bearing time deposits or savings accounts in banks organized under the laws of Florida, in national banks organized under the laws of the United States and doing business and situated in Florida, in savings and loan associations located in Florida and organized under federal law and under federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;

(x) direct general obligations of any state of the United States of America or any political subdivision, agency or municipality thereof whose unsecured, uninsured or unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's and "A" or better by S&P, or any obligation fully and unconditionally guaranteed by any such state, political subdivision or agency whose unsecured, uninsured and unguaranteed general obligation debt is rated at the time of purchase, "A" or better by Moody's and "A" or better by S&P;

(xi) tax-exempt revenue bond obligations of any state of the United States of America or any political subdivision, agency, municipality or governmental unit thereof rated at the time of purchase at least "Aa" by Moody's and at least "AA" by S&P;

(xii) any certificates, receipts or similar instruments ("Certificates") which were issued by or pursuant to a trust or similar arrangement and which evidence ownership or the right to receive payments of principal or interest or any securities (a) issued by a state of the United States of America or any political subdivision, agency, municipality or governmental unit thereof and (b) meeting the requirements set forth in clauses (iii), (vi), (x) or (xi) above ("Municipal Securities"), which Municipal Securities are held pursuant to such trust or similar agreement for the benefit of the holders of such Certificates; provided,

however, that the holders of such Certificates are entitled to rely on an opinion of counsel rendered by a nationally recognized tax counsel that interest received on the Certificates by such holders is excluded from gross income for federal income tax purposes under the Code and is not treated as an item of tax preference for purposes of the alternative minimum tax and is not subject to any similar tax under the Code, unless all tax-exempt bonds are subject to such tax; and

(xiii) such other investments as the Authority is permitted to make with general funds of the Authority.

"Issuing Instrument" means, with respect to Subordinated Indebtedness described in Section 414 hereof, the indenture, trust agreement, loan agreement, lease, installment purchase agreement, revolving credit agreement, or other instrument or agreement pursuant to which such obligations are issued or incurred.

"Maturity Amount" means the amount payable at maturity of a Capital Appreciation Bond consisting of the original principal amount thereof or discounted principal value (original offering price) and interest or principal accreted thereon to the maturity date thereof, as determined by reference to the accreted value tables contained or referred to in such Bond.

"Maximum Aggregate Debt Service" means, as of any date of calculation, an amount equal to the greatest amount of Aggregate Debt Service for the current or any future Fiscal Year.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall no longer perform the function of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally-recognized securities rating agency designated by the Authority, by notice to the Trustee.

"Net Revenues" means the Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the Authority's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Airport System and shall include, without limiting the generality of the foregoing, administrative expenses, insurance premiums, legal and engineering expenses, payments to pension, retirements, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Authority under the provisions of this Resolution or by law or consistent with standard practices for airports similar to the

properties and business of the Airport System and applicable in the circumstances, the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Resolution and all to the extent properly attributable to the Airport System. "Operation and Maintenance Expenses" shall not include any capital cost or any allowance for depreciation or any operation or maintenance costs for Special Purpose Facilities; provided, however, that "Operation and Maintenance Expenses" shall include operation and maintenance costs incurred by the Authority with respect to any Special Purpose Facilities no part of the revenue and income from which is pledged to the payment of Authority obligations.

"Operation and Maintenance Fund" means the Airport Facilities Operation and Maintenance Fund established by Section 402.

"Operation and Maintenance Reserve Account" means the Operation and Maintenance Reserve Account established within the Operation and Maintenance Fund by subsection 3 of Section 408.

"Original Proceeds" means net amounts (after payment of all issuance expenses and underwriter's discount) received by the Authority on the sale and delivery of a Series of Bonds.

"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 Resolution except (a) any Bond cancelled at or before said date, (b) any Bond (or portion of Bonds) for the payment or redemption of which moneys equal to the principal amount (or, with respect to Capital Appreciation Bonds, Maturity 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 one or more of the Fiduciaries 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 V or provision satisfactory to the Trustee shall have been made for the giving of such notice, (c) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to Article III or Section 506 or Section 1106, and (d) any Bond deemed to have been paid as provided in subsection 2 of Section 1201.

"Paying Agent" means any bank or trust company designated by the Authority as paying agent for the Bonds of any Series, and its successor or successors hereafter appointed in the manner provided in the Resolution.

"PFC Account" means the PFC Account established in the Discretionary Fund by Section 402.

“PFCs” or “Passenger Facility Charges” means the passenger facility charges authorized to be charged by the Authority pursuant to the Aviation Safety and Capacity Expansion Act of 1990, as amended (now codified in Section 40117 of the United States Code), and Section 158.5 of the Federal Aviation Regulations (Title 14, Code of Federal Regulations, Part 158).

“PFC Projects” means Additional Projects for which the Authority is authorized to impose and use PFCs, as confirmed by a Counsel’s Opinion.

“PFC Revenues” means amounts derived by the Authority from the imposition of PFCs, exclusive of the amounts retained by the air carriers collecting the PFCs pursuant to Section 158.53 of the Federal Aviation Regulations (Title 14, Code of Federal Regulations, Part 158).

“Principal Installment” means, as of any 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 (other than the Capital Appreciation Bonds) and the Maturity Amount of the Capital Appreciation Bonds of such Series, in each case, due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in subsection 5 of Section 411 or Section 504) 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, or Accreted Value with respect to Capital Appreciation Bonds, 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 amount of Bonds other than Capital Appreciation Bonds and the Maturity Amount of Capital Appreciation Bonds and of such unsatisfied balance of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any, for such Bonds.

“Qualified Derivative Agreement” means an agreement such as an interest rate swap, collar, cap, or other functionally similar agreement the purpose of which is to manage the effective interest cost on the Authority’s outstanding debt, between the Authority and a counterparty whose long-term unsecured debt is at all times rated at least “A” or the equivalent by S&P and “A2” or the equivalent by Moody’s, creating Qualified Derivative Payments and designated by the Authority as a Qualified Derivative Agreement for purposes of this Airport Facilities Revenue Bond Resolution. In the event the credit rating of the counterparty to a Qualified Derivative Agreement is reduced below such rating categories, such agreement shall no longer constitute a Qualified Derivative Agreement for purposes hereof.

“Qualified Derivative Payment” means a payment to the Authority by a counterparty pursuant to a Qualified Derivative Agreement, the amount of which

is equal to interest on a notional amount, based upon a fixed rate or a variable rate index or formula.

“Rating Agency” means as of any time, and to the extent it is then providing or maintaining a rating on Bonds outstanding hereunder at the request of the Authority, Fitch, Moody’s, S&P, or any other nationally recognized rating agency.

“Redemption Price” means, with respect to any Bond, the principal amount or, with respect to Capital Appreciation Bonds, the Accreted Value to the redemption date of such Bond, plus (in either case) the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

“Refunding Bonds” means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 205, and thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 506 or 1106.

“Renewal and Replacement Fund” means the Airport Facilities Renewal and Replacement Fund established by Section 402.

“Reserve Product” means bond insurance, a surety bond or a letter of credit or other credit facility used in lieu of a cash deposit in the Composite Reserve Subaccount or any other subaccount in the Reserve Account and meeting the terms and conditions of Section 405-1(3) of this Resolution, as applicable.

“Reserve Product Provider” means a bond insurance provider or a bank or other financial institution providing a Reserve Product, whose bond insurance policies insuring, or whose letters of credit, surety bonds or other credit facilities securing, the payment, when due, of the principal of and interest on bond issues by public entities, at the time such Reserve Product is obtained, results in such issues (as of the date such Reserve Product is delivered) being rated in one of the two highest full rating categories by each of the Rating Agencies; provided, however, that nothing herein shall require the Authority to obtain a rating on any Bonds issued under this Resolution.

“Resolution” means this Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida, as the same may from time to time be amended or supplemented by a Supplemental Resolution in accordance with the terms hereof.

“Revenue Fund” means the Airport Facilities Revenue Fund established by Section 402.

“Revenues” means

(i) all income and revenues from all sources, collected or received by the Authority in the operation of the Airport System, including without limitation except as herein expressly provided, all rentals, charges, landing fees, use charges and concession revenue received by or on behalf of the Authority in its capacity as the operator of the Airport System in connection with the operation, improvement and enlargement of the Airport System, or any part thereof;

(ii) all gifts, grants, reimbursements or payments received from governmental units or public agencies for the Airport System's benefit which are: (a) not restricted in application to a special purpose, and (b) otherwise lawfully available for the payment of charges with respect to the Bonds;

(iii) income received on any investment of moneys held pursuant to the Resolution and paid into the Revenue Fund pursuant to the terms of the Resolution; and

(iv) Available PFC Revenues for the applicable period.

The term "Revenues" shall not include any revenue or income from Orlando Executive Airport or any additions, extensions or improvements thereto unless Orlando Executive Airport is added to the Airport System as provided in the definition of "Airport System." "Revenues" shall include the revenue or income from Special Purpose Facilities but only to the extent such revenue or income is not pledged to the payment of obligations of the Authority issued to finance such Facilities. The term "Revenues" shall include PFC Revenues only to the extent they constitute Available PFC Revenues for the applicable period.

"Series" means all Bonds, including Additional Bonds, 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 Article III or Section 506, or Section 1106, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions.

"Sinking Fund Installment" means, an amount so designated which is established pursuant to paragraph (2)(h) of subsection 1 of Section 202.

"Special Purpose Facilities" means any capital improvements or facilities acquired or constructed by the Authority from funds other than Revenues

or obligations payable from Revenues and located or to be located on any property included under the definition of Airport System.

"Special Trustee" means the special trustee appointed pursuant to Article IX, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

"Standard & Poor's" or "S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, by notice to the Trustee.

"Subordinated Indebtedness" means any evidence of debt referred to in, and complying with the provisions of, Section 414.

"Subordinated Pledged Revenues" means, with respect to Subordinated Indebtedness described in Section 414 hereof, such moneys and income which shall be pledged to payment of Subordinated Indebtedness, other than Revenues.

"Supplemental Resolution" means any resolution of the Authority amending or supplementing the Resolution and adopted and becoming effective in accordance with the terms of Article X.

"Supplemental Revenues" means any source of funds not constituting Revenues hereunder irrevocably pledged to the payment of debt service on one or more series of Bonds outstanding hereunder by Supplemental Resolution and with respect to which there has been delivered to the Trustee (a) an opinion of Bond Counsel to the effect that the pledging of such source of Supplemental Revenues shall not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds outstanding hereunder that are not Taxable Bonds, (b) the written consent of any bond insurer or other credit enhancer having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder, and (c) confirmation from the Rating Agencies that the pledging of such source of Supplemental Revenues will not result in the reduction or withdrawal of the credit ratings assigned to the Bonds, or, if unrated and non-credit enhanced, then consent of the owners of not less than a majority of such unrated, non-credit enhanced Bond Obligation.

"Tax Exempt Variable Rate Index" means the average of the PSA Municipal Swap Index for the twelve (12) months preceding the date of calculation, or, in connection with the issuance of Bonds, the twelve (12) calendar months

preceding the date of pricing of the Bonds to be issued, or, if such index is no longer published, the Tax Exempt Variable Rate Index shall be determined in accordance with such formula or index or in such manner as the Authority shall in good faith determine will provide substantially the same rate and, if the Authority has Bonds outstanding hereunder rated by the Rating Agencies, then with respect to which the Authority receives confirmation from such Rating Agencies that the calculation of the Tax Exempt Variable Rate Index in such manner will not result in a reduction or withdrawal of the then applicable rating on the Bonds.

“Taxable Bonds” means Bonds the interest on which is not intended at the time of the issuance thereof to be excluded from the gross income of the owners thereof for federal income tax purposes.

“Taxable Variable Rate Index” means the average yield on 30-day United States Treasury Bills for the twelve (12) calendar months preceding the date of calculation, or, in connection with the issuance of Bonds, the twelve (12) calendar months preceding the date of pricing of the Bonds to be issued, plus fifty (50) basis points.

“Trustee” means the trustee appointed pursuant to Article IX, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

“Variable Rate Bonds” means Bonds issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the remaining term thereof.

SECTION 102. Authority for this Resolution. This Airport Facilities Revenue Bond Resolution is adopted pursuant to the provisions of the Act.

SECTION 103. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Authority with the Holders of the Bonds and shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of the Bonds and the coupons appertaining thereto; and the pledge made in this Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for equal benefit, protection and security of the Holders of any and all of the Bonds and coupons appertaining thereto, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds or coupons appertaining thereto over any other thereof except as expressly provided in or pursuant to this Resolution.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 201. Authorization of Bonds.

1. This Resolution creates an issue of Bonds of the City to be designated as “Airport Facilities Revenue Bonds” which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Resolution is not limited except as is or may hereafter be provided in the Resolution or as limited by law.

2. The Bonds may, if and when authorized by the Authority pursuant to this Resolution or one or more Supplemental Resolutions, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series, as the Authority may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

3. Nothing contained in the Resolution shall be deemed to preclude or restrict the consolidation pursuant to a Supplemental Resolution of any Bonds of two or more separate Series authorized pursuant to such Supplemental Resolution to be issued pursuant to any of the provisions of Sections 202, 203, 204 and 205 into a single Series of Bonds for purposes of sale and issuance; provided that each of the tests, conditions and other requirements contained in Sections 202, 203, 204 and 205 as applicable to each such separate Series shall be met and complied with. Except as otherwise provided in this subsection or in such Supplemental Resolution, such a consolidated Series shall be treated as a single Series for all purposes of the Resolution.

SECTION 202. General Provisions for Issuance of Bonds.

1. All (but not less than all) the Bonds of each Series shall be executed by the City and countersigned by the Authority for issuance under the Resolution and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority 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 Officer of the Authority;

(2) In the case of each Series of Bonds or Refunding Bonds, a copy or copies of the Supplemental Resolution or Supplemental Resolutions authorizing such Bonds and determining (or delegating to one or more Authorized Officers authorization to determine) the terms

and details thereof, certified by an Authorized Officer of the Authority, which shall specify (or delegate authority to one or more Authorized Officers to specify):

(a) The authorized principal amount, designation and Series of such Bonds;

(b) The purposes for which such Series of Bonds is being issued, which shall be (i) one or more of the purposes specified in Sections 203 or 204, or (ii) the refunding of Bonds or certain other obligations as provided in Section 205;

(c) The date, and the maturity date or dates, of the Bonds of such Series, provided that each maturity date shall fall upon an interest payment date;

(d) The interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, which rate or rates may include variable, adjustable, convertible, auction reset or other rates, original issue discounts, Capital Appreciation Bonds and zero coupon bonds, and the interest payment dates, if any, therefor;

(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 in the case of Capital Appreciation Bonds, \$5,000 Maturity Amounts) or any integral multiple thereof as authorized by such Supplemental Resolution;

(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;

(g) The Redemption Price or Prices, if any, and subject to Article V, 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 Authority, the provisions for the sale of the Bonds of such Series;

(j) The forms of the Bonds of such Series, of the coupons to be attached to the coupon Bonds of such Series and of the Trustee's certificate of authentication;

(k) The provisions for the applications of proceeds of such Series of Bonds;

(l) A designation as to whether such Series of Bonds shall be secured by the Composite Reserve Subaccount, a separate subaccount in the Reserve Account, or no debt service reserve, and, if secured by a separate subaccount in the Reserve Account, the Debt Service Reserve Requirement with respect thereto;

(m) The terms, if any, upon which the holder of such Bond may elect, or may be required, to tender such Bonds for purchase by the Authority or its designated agent.

(n) A copy of a resolution of the City Council, certified by the City Clerk, approving the issuance of the Bonds to be authenticated.

(3) The amount, if any, necessary, for deposit in the Debt Service Reserve Account in the Bond Fund so that such Account shall equal the applicable Debt Service Reserve Requirement calculated immediately after the authentication and delivery of such Series of Bonds;

(4) Except in the case of Refunding Bonds issued for purposes of refunding Outstanding Bonds, a certificate executed by an Authorized Officer of the Authority and an Authorized Officer of the City stating that neither the Authority nor the City is in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Resolution;

(5) A Counsel's Opinion to the effect that (i) the Authority has the right and power under the Act to adopt the Resolution and the Resolution has been duly and lawfully adopted by the Authority and approved by the City Council, is in full force and effect and is valid and binding upon the Authority and the City, and is enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and no other

authorization for the Resolution is required; (ii) the Resolution creates the valid pledge which it purports to create of the moneys, securities and Funds held or set aside under the Resolution and of all Revenues, subject in each case to the application thereof to the purposes and on the conditions permitted by the Resolution; and (iii) the Bonds of such Series are valid and binding limited obligations of the City as provided in the Resolution, and are enforceable in accordance with their terms and the terms of the Resolution (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and entitled to the benefits of the Resolution and of the Act, as amended to the date of such Opinion, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act, as amended to the date of such Opinion, and in accordance with the Resolution;

(6) Such further documents, moneys and securities as are required by the provisions of Sections 203, 204 or 205 or Article X or any Supplemental Resolution adopted pursuant to Article X.

2. After the original issuance of Bonds of any Series, except as otherwise provided by Supplemental Resolution, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Sections 506 or 1106.

SECTION 203. ~~[Deleted]~~.

SECTION 204. Additional Bonds.

1. ~~[Deleted]~~

2. One or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying the Cost of Construction of any Additional Project. The Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it from the Authority (in addition to the documents and moneys required by Section 202) of:

(1) A certificate of an Authorized Officer of the Authority setting forth (i) for any period of 12 consecutive calendar months out of the 30 calendar months next preceding the authentication and delivery of such Series, the Net Revenues for such 12-month period, (ii) the Supplemental Revenues, if any (not to exceed 1.25 times the Aggregate Debt Service in such Fiscal Year with respect to each Series of Bonds secured by such Supplemental Revenues), for such 12-month period, and (iii) the Aggregate

Debt Service of the Outstanding Bonds (including the Aggregate Debt Service with respect to each series of Bonds secured by Supplemental Revenues), for such 12-month period, and demonstrating that for such 12-month period Net Revenues, plus any Supplemental Revenues in an amount not to exceed 1.25 times the Aggregate Debt Service on the Series of Bonds secured thereby, equaled at least 1.25 times the Aggregate Debt Service of the Outstanding Bonds;

(2) A report of the Consulting Engineers setting forth (i) the estimated substantial completion and placed in service date for the Additional Project for which such Series of Additional Bonds is being issued and for any other uncompleted Project, and (ii) an estimate of the Cost of Construction of such Additional Project and of any other uncompleted Project and any other Additional Project (an "Anticipated Additional Project") as to which the Authority expresses, by a certificate of an Authorized Officer of the Authority, its intention and reasonable expectation to undertake prior to the end of the Fiscal Year following the Fiscal Year in which the completion date described in clause (i) is estimated to occur by the Consulting Engineers; and

(3) A report 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 substantially completed and placed in service pursuant to clause (i) of paragraph (2) above, estimates, taking into account the effect of any Anticipated Additional Project, of (i) Net Revenues, and Supplemental Revenues, if any, (ii) amounts to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund, and (iii) the Aggregate Debt Service (including Aggregate Debt Service for each Series of Bonds secured by Supplemental Revenues) of Outstanding Bonds, and, as estimated by an Authorized Officer of the Authority, 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 of such Additional Project and any other uncompleted Project and any Anticipated Additional Project) will be required to complete payment of the Cost of Construction of such Additional Project and any other uncompleted Project and any Anticipated Additional Project, for each of the three (3) Fiscal Years following the Fiscal Year in which the Additional Project is estimated by the Consulting Engineers to be completed as provided in clause (i) of paragraph (2) above, and demonstrating that the estimated Net Revenues in each of the Fiscal Years set forth in clause (i) above less the sum of the

amounts to be deposited in certain funds and accounts in each such Fiscal Year set forth in clause (ii) above, and plus the estimated Supplemental Revenues in each of the Fiscal Years set forth in clause (i) above, not to exceed in any such Fiscal Year an amount equal to 1.25 times the Aggregate Debt Service in such Fiscal Year with respect to each Series of Bonds secured by such Supplemental Revenues, is at least equal to 1.25 times the Aggregate Debt Service of the Outstanding Bonds for the corresponding Fiscal Year as set forth in clause (iii) above.

3. The proceeds, including accrued interest, of the Additional Bonds of each Series shall be applied simultaneously with the delivery of such Bonds in accordance with the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof.

4. The Supplemental Resolution authorizing a Series of Additional Bonds may provide that the holder of any Bond of such Series may demand payment of principal and interest from the Authority within a stated period after delivering notice to a designated agent for the Authority and providing a copy of the notice with the tender of the Bond to such agent and may provide that under certain circumstances the Holder thereof may be required to tender its Bond for purchase. The designated agent for the Authority, in accordance with the terms of a remarketing or replacement agreement, may provide for the resale or redelivery of the Bonds on behalf of the Authority at a price provided for in the agreement. If the Bonds shall not be resold or redelivered within a stated period, the agent for the Authority may be authorized to draw upon a previously executed credit or liquidity agreement between the Authority and one or more banks or other financial or lending institutions permitting the Authority to borrow for payment of the purchase price of the Bonds to which such credit agreement shall pertain. The particular form or forms of such demand provisions, the period or periods for payment of principal and interest after delivery of notice, the appointment of the agent for the Authority, the terms and provisions of the remarketing or replacement agreement, and the terms and provisions of the credit or liquidity agreement shall be as designated by a Supplemental Resolution of the Authority adopted prior to the sale of the applicable Series of Bonds.

Unless otherwise provided by Supplemental Resolution adopted prior to the issuance of the applicable Series of Bonds, a purchase of Bonds by or through a remarketing agent, trustee, auction agent, credit facility provider or the Authority pursuant to an optional or mandatory tender shall not be deemed a redemption of such Bonds and will not be deemed to extinguish or discharge the indebtedness evidenced by such Bonds. Any Bonds purchased by or on behalf of the Authority pursuant to an optional or mandatory tender shall be purchased with the intent that the indebtedness evidenced by such Bonds shall not be extinguished or discharged; such indebtedness shall not be extinguished or discharged and such

Bonds shall remain outstanding hereunder unless and until such Bonds are delivered to the Trustee or Paying Agent therefor for cancellation.

SECTION 205. Refunding Bonds.

1. One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund (a) all Outstanding Bonds of one or more Series or all or any portion of one or more maturities within a Series, or (b) any Subordinated Indebtedness. 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 under the Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof.

2. Refunding Bonds of each Series issued to refund one or more Series of Outstanding Bonds, or one or more maturities, or any portion of a maturity, within a Series shall be authenticated and delivered by the Trustee only upon receipt by it from the Authority (in addition to the documents and moneys required by Section 202) of:

(1) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded 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 make due publication of the notice provided for in Section 1201 to the Holders of the Bonds and coupons being refunded;

(3) Either (i) 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 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 Holders of the Bonds to be refunded, or (ii) Investment 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 subsection 2 of Section 1201 and any moneys required pursuant to said subsection 2, which Investment Securities and moneys shall be held in trust and used only as provided in said subsection 2;

(4) Either of the following: (i) a certificate of an Authorized Officer of the Authority setting forth (1) the Aggregate Debt Service

through the date of the latest maturity of any Bonds of any Series then Outstanding (A) with respect to the Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such Refunding Bonds, and (B) with respect to the Bonds of all Series to be Outstanding immediately thereafter, and (2) that the Aggregate Debt Service set forth pursuant to (B) above is no greater than that set forth pursuant to (A) above; or (ii) the certificates required by subsection 2 of Section 204 evidencing that such Series of Refunding Bonds meets the tests provided for by such subsection 2 considering, for all purposes of such certificate and tests, that such Series of Refunding Bonds is a Series of Additional Bonds.

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 Resolution as shall be provided in the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution.

3. Each Series of Refunding Bonds issued pursuant to clause (b) of subsection 1 of this Section to refund any outstanding Subordinated Indebtedness shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202) of:

(1) Each of the documents referred to in subsection 2 of Section 204, provided that in the event that an Additional Project for which such Subordinated Indebtedness was incurred shall have been completed, (i) the required statement pertaining to the estimate of the completion date thereof shall no longer be applicable and (ii) the period of time to be covered under the provisions of subparagraph (3) of subsection 2 of Section 204 shall be the three (3) Fiscal Years following the Fiscal Year in which such Series of Refunding Bonds are issued;

(2) A certificate of the Trustee then duly appointed or acting under the indenture, resolution or other appropriate instrument securing and authorizing such Subordinated Indebtedness, or of an Authorized Officer of the Authority if there shall be no such trustee, that (i) provision has been duly made for the redemption or payment at maturity of such Subordinated Indebtedness in accordance with the terms thereof, (ii) the pledge, if any, pursuant to Section 414 securing such Subordinated Indebtedness, and all other rights granted by such indenture, resolution or instrument shall have been discharged and satisfied, and (iii) such trustee or the paying agents for such

Subordinated Indebtedness hold in trust the moneys required to effect such redemption or payment;

(3) A certificate of an Authorized Officer of the Authority stating that the Authority is not in default in the performance of any of the covenants in the Resolution; and

(4) A Counsel's Opinion to the effect that all actions required under the indenture, resolution or other appropriate instrument securing and authorizing such Subordinated Indebtedness to provide for the redemption or payment of such Subordinated Indebtedness have been taken.

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 Resolution as shall be provided in the Supplemental Resolution authorizing such Series or determining the terms and details thereof and shall be applied to refund such Subordinated Indebtedness, including expenses in connection therewith, in the manner provided in said Supplemental Resolution.

SECTION 206. Qualified Derivative Agreements. The Authority may enter into one or more Qualified Derivative Agreements with respect to all or a portion of the Debt Service with respect to Bonds outstanding hereunder; provided, however, that if such Qualified Derivative Agreement is not entered into at the time of initial issuance of the Bonds to which it applies, the Authority must deliver the report described in subparagraph (3) of Subsection 204-2 above, applying the same to all Bonds then Outstanding, but using the assumptions provided in the definition of "Debt Service" with respect to the Qualified Derivative Agreement and the portion of Debt Service to which it relates as of the effective date of such Qualified Derivative Agreement. Qualified Derivative Payments received by the Authority under any Qualified Derivative Agreement shall be deposited upon receipt in the Revenue Fund.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 301. Medium of Payment; Form and Date; Letters and Numbers; Accrual and Payment of Interest; Place of Payment.

1. 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.

2. The Bonds of each Series shall be issued in the form of coupon Bonds and/or in the form of fully registered Bonds without coupons as provided in this Resolution or the Supplemental Resolution authorizing such Series.

3. Each Bond shall be lettered and numbered as provided in this Resolution or the Supplemental Resolution authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

4. Coupon Bonds of each Series shall be dated as provided in this Resolution or the Supplemental Resolution authorizing the Bonds of such Series. Coupon Bonds of each Series shall bear interest from their date, payable, in the case of installments due on and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally mature. Except as may be otherwise provided by the Supplemental Resolution authorizing a Series of Bonds, registered 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 registered 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, registered Bonds shall be dated as provided in the Supplemental Resolution authorizing the Bonds of such Series or containing the terms and details thereof. Registered Bonds of each Series shall bear interest from their date.

5. The interest on, and principal and Redemption Price (if any) of, each Series of Bonds shall be payable at a designated office of each Paying Agent named in the Supplemental Resolution relating to such Series of Bonds.

SECTION 302. 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 Resolution as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, the Act, or otherwise, as may be determined by the Authority prior to the authentication and delivery thereof.

SECTION 303. Execution and Authentication.

1. The Bonds and any coupons appertaining thereto shall be signed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the Chairman of the Board. 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 City Clerk, 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 or coupons appertaining thereto shall cease to be such officer before such Bonds and coupons so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds and coupons may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds and coupons had not ceased to hold such offices. Any Bond or coupons of a Series may be signed and sealed by such persons as at the time of the execution of such Bonds or coupons shall be duly authorized or hold the proper office, although at the date borne by the Bonds and coupons of such Series such persons may not have been so authorized or have held such office.

2. The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in this Resolution or the Supplemental Resolution authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution and no Bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Authority shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Resolution and that the Holder thereof is entitled to the benefits of the Resolution.

3. Except as otherwise provided in Section 307, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been made or provided for; provided, however, that when coupon Bonds are issued in exchange for registered Bonds of any Series upon which interest is in default, as shown by the records of the Trustee, such coupon Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

SECTION 304. Interchangeability of Bonds.

1. Coupon Bonds, upon surrender thereof at the principal office of the Trustee with all unmatured coupons attached, may, at the option of the Holder thereof, and upon payment by such Holder of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal

amount of registered Bonds of the same Series and maturity of any of the authorized denominations.

2. Registered Bonds, upon surrender thereof at the principal office of the Trustee 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 registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series and maturity with appropriate coupons attached, or of registered Bonds of the same Series and maturity of any other authorized denominations.

SECTION 305. Negotiability, Transfer and Registry.

1. Title to any coupon Bond, and to any coupons shall pass by delivery as negotiable instruments payable to bearer.

2. Each registered Bond shall be transferable only upon the books of the Authority, which shall be kept for the purpose at the principal office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond the Authority shall issue in the name of the transferee a new registered Bond or Bonds or, at the option of the transferee, coupon Bonds, with appropriate coupons attached, of the same aggregate principal amount, or in the case of Capital Appreciation Bonds, of the same aggregate Maturity Amount, and Series and maturity as the surrendered Bond.

3. The Authority and each Fiduciary may deem and treat the person in whose name any registered Bond shall be registered upon the books of the Authority 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 registered owner or upon his 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 Authority nor any Fiduciary shall be affected by any notice to the contrary.

SECTION 306. Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging Bonds or transferring registered Bonds is exercised, the City shall execute and the Authority shall countersign and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. All Bonds and coupons surrendered in any such exchanges or

transfers shall forthwith be cancelled by the Trustee or shall be retained in safekeeping by the Trustee until such Bonds are needed for a later exchange. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee 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. Except as may be otherwise provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Series of Bonds, neither the Authority nor the Trustee shall be required (a) to transfer or exchange Bonds of any Series for a period of ten (10) days next preceding an interest payment date on the Bonds of such Series or next preceding any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notices of redemption, or (b) to transfer or exchange any Bonds called for redemption.

SECTION 307. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and the Authority shall countersign and thereupon the Trustee shall authenticate and deliver, a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity and principal amount as the Bonds and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Authority and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, upon furnishing the Authority and the Trustee with a surety bond in an amount 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 Authority and Trustee may prescribe and paying such other expenses as the Authority and Trustee may incur. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bonds or coupons issued pursuant to this Section in substitution for Bonds or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Authority, whether or not the Bonds and coupons 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 and coupons issued under the Resolution, and shall be equally secured by any moneys or securities held by the Authority or the Fiduciary for the benefit of the Bondholders.

SECTION 308. Temporary Bonds.

1. Until the definitive Bonds of any Series are prepared, the City may execute and the Authority may countersign, in the same manner as is provided in Section 303, and, upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same

provisions, limitations and conditions as the definitive coupon Bond except as to the denominations thereof or as to exchangeability for registered Bonds, one or more temporary Bonds (which may be registerable as to principal and interest) substantially of the tenor of the definitive coupon Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of \$5,000 or any multiples thereof authorized by the Authority, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in bearer form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or upon presentation of such temporary Bonds for notation thereon of the payment of such interest. The Authority at its own expense shall prepare and countersign and the City shall execute, upon the surrender of such temporary Bonds, with all unmatured coupons, and all matured coupons for which no payment or only partial payment has been provided, attached, for exchange and the cancellation of such surrendered temporary Bonds and coupons, the Trustee shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, definitive coupon Bonds, with appropriate coupons attached, or, at the option of the Holder, definitive registered Bonds, of the same aggregate principal amount and Series and maturity as the 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 Resolution.

2. If the Authority shall authorize the issuance of temporary Bonds in more than one denomination, the Holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute the Authority shall countersign 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 306, 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 Holder.

3. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

SECTION 309. Cancellation and Destruction of Bonds or Coupons. All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, appertaining thereto, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered

to the Trustee. Bonds and coupons so cancelled may at any time be destroyed by the Trustee, which shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 401. The Pledge Effected by the Resolution.

1. There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds, in accordance with their terms and the provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, (i) the proceeds of sale of the Bonds, (ii) all Revenues, and (iii) all Funds established by the Resolution, including the investments, if any, thereof, provided, however, that each of the separate subaccounts in the Reserve Account shall secure only those series of Bonds designated by Supplemental Resolution to be secured by such separate subaccount and provided further that any Supplemental Revenues deposited in the Debt Service Account shall only be available and used to pay the principal of and interest on the Bonds of the Series to which such Supplemental Revenues are pledged.

2. Such proceeds of sale of the Bonds, the Revenues, and the other moneys and securities hereby pledged shall immediately be subject to the lien of this pledge as set forth in subsection 1 hereof without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority or the City, irrespective of whether such parties have notice thereof.

SECTION 402. Establishment of Funds. The following Funds are hereby established:

- (1) Airport Facilities Construction Fund, to be held by the Special Trustee;
- (2) Airport Facilities Revenue Fund, to be held by the Special Trustee;
- (3) Airport Facilities Bond Fund, to be held by the Trustee, consisting of a Debt Service Account and a Debt Service Reserve Account, consisting of a Composite Reserve Subaccount and such additional reserve subaccounts as may be established with respect to particular Series of Bonds;

- (4) Airport Facilities Operation and Maintenance Fund, to be held by the Authority, which includes the Operation and Maintenance Reserve Account;
- (5) Airport Facilities Capital Expenditures Fund, to be held by the Authority;
- (6) Airport Facilities Renewal and Replacement Fund, to be held by the Authority;
- (7) Airport Facilities Improvement and Development Fund, to be held by the Authority; and
- (8) Airport Facilities Discretionary Fund, including the PFC Account hereby established as a separate account therein, to be held by the Authority.

SECTION 403. Construction Fund.

1. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution and there may be paid into the Construction Fund, at the option of the Authority, any moneys received for or in connection with the Airport System by the Authority from any other source, unless required to be otherwise applied as provided by the Resolution.

2. The Special Trustee shall establish within the Construction Fund a separate account for each Additional Project the costs of which are to be paid in whole or in part out of the Construction Fund.

3. During the period of construction, the proceeds of insurance maintained pursuant to this Resolution 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.

4. Amounts in each separate account established for an Additional Project shall be applied to the purpose or purposes specified in the Supplemental Resolution authorizing the Bonds issued with respect to such Additional Project, or, if no Bonds are so issued, to the purpose or purposes specified in a resolution of the Authority, a copy of which, certified by an Authorized Officer of the Authority, shall be filed with the Special Trustee.

5. Before any such application of any amounts in the Construction Fund shall be made, the Authority shall file with the Special Trustee a requisition, signed by an Authorized Officer of the Authority designated by resolution of the Authority for such purpose, showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid, and stating

that the obligation to be paid was incurred and is a proper charge against the Construction Fund. Each such requisition shall be sufficient evidence to the Special Trustee:

(a) that obligations in the stated amounts have been incurred by the Authority and that each item thereof is a proper charge against the Construction Fund; and

(b) that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

6. 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, unless such use would cause interest on Bonds (other than Bonds issued with the intent that interest thereon be includable in gross income for federal income tax purposes) not to be excluded from gross income for federal income tax purposes.

7. The completion of construction of any Additional Project shall be evidenced by a certificate of the Consulting Engineers, which shall be filed promptly with the Special 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 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, stated in such certificate shall be deposited in the applicable Debt Service Reserve Account within the Bond Fund, if and to the extent necessary to make the amount in such Account equal to the Debt Service Reserve Requirement. Any balance, shall be (i) transferred by the Special Trustee to the Trustee for deposit in the Debt Service Account within the Bond Fund and applied by the Trustee to the retirement of Bonds by purchase or redemption or (ii) shall be used to pay for costs of improvements to the Airport System, as the Authority shall direct.

SECTION 404. [Deleted].

SECTION 405. Deposit of Revenues.

1. All Revenues shall be promptly deposited by the Authority 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 such month, the Special Trustee shall withdraw from the Revenue Fund and transfer to the Trustee or the Authority, as the case may be, for deposit in the following Funds or transfer to the entities described below in the following order of priority the amounts set forth below:

(1) To the Operation and Maintenance Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for Operation and Maintenance Expenses for the then current Fiscal Year as set forth in the then current Annual Budget;

(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 shall equal the Accrued Aggregate Debt Service; provided that, for the purposes of computing the amount in said Account, there shall 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), other than with respect to Capital Appreciation Bonds, to the last day of the then current calendar month;

(3) Except as otherwise provided below, to the Bond Fund for the credit of the applicable subaccounts in the Debt Service Reserve Account, an amount, if and to the extent necessary, so that the balance in each subaccount shall equal the Debt Service Reserve Requirement with respect thereto;

(4) To the trustee, paying agent or holders of any Subordinated Indebtedness, such amount and at such times as shall be sufficient, taking into account any Subordinated Pledged Revenues, to pay the principal of and interest becoming due in the next succeeding month on any Subordinated Indebtedness, including any obligations to set aside or deposit moneys for future debt service payments, in the manner set forth in the Issuing Instrument(s) for the Subordinated Indebtedness;

(5) To the deposit to any debt service reserve account established by an Issuing Instrument for Subordinated Indebtedness such amount and at such times as shall be required by the terms of the Issuing Instrument;

(6) To the Operation and Maintenance Fund for credit to the Operation and Maintenance Reserve Account an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the amount which is equal to the difference between the sum on deposit in said Account at the beginning of the then Fiscal Year and one-sixth of the Operation

and Maintenance Expenses for the then Fiscal Year as set forth in the then current Annual Budget;

(7) To the Capital Expenditures Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; provided that, if any such monthly allocation to said 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;

(8) To the Renewal and Replacement Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; 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 \$2,000,000 or such other greater amount as provided therefor by the Authority as necessary for the purposes of said Fund; and provided further that, if any such monthly allocation to said 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; and

(9) To the Discretionary Fund, any amount remaining after making the deposits required by clauses (1) through (8) above.

Deposits to the Bond Fund shall be increased to the extent required to pay principal, interest and redemption premiums, if any, next becoming due, and to make up any deficiencies or losses that may otherwise arise in such Fund and subaccounts.

If there are not sufficient funds in the Revenue Fund available to make the amounts on deposit in each subaccount in the Debt Service Reserve Account equal to the Debt Service Reserve Requirement for the applicable Series of Bonds, there shall be deposited in each such subaccount an amount equal to the lesser of the Debt Service Reserve Requirement for such subaccount or the total amount available to be deposited into the Debt Service Reserve Account multiplied by a fraction, the numerator of which is the Bond Obligation of all Bonds of the applicable Series then Outstanding and the denominator of which is the total aggregate amount of the Bond Obligation of all Bonds of every Series then Outstanding hereunder secured by a subaccount in the Debt Service Reserve Account.

Notwithstanding anything herein to the contrary, the Authority shall not be required to fully-fund a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Bonds hereunder, if it provides on the date of issuance of any Series of Bonds in lieu of such funds, a Reserve Product issued by a Reserve Product

Provider in an amount equal to the difference between the applicable Debt Service Reserve Requirement and the sums then on deposit in the applicable subaccount in the Reserve Account. Such Reserve Product as provided above must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for a payment with respect to the applicable Series of Bonds which cannot be cured by funds in any other account held pursuant to this Resolution and available for such purpose, and which shall name the Trustee or a Paying Agent as the beneficiary thereof. If a disbursement is made from a Reserve Product as provided above, the Authority shall be obligated to reinstate the maximum limits of such Reserve Product immediately following such disbursement or to replace such Reserve Product by depositing into the applicable subaccount in the Debt Service Reserve Account from the first Revenues available for deposit pursuant to clause 1.(3) above after the deposits required by clauses 1.(1) and (2) above, funds in the maximum amount originally payable under such Reserve Product, plus amounts necessary to reimburse the Reserve Product Provider for previous disbursements made pursuant to such Reserve Product, or a combination of such alternatives, and for purposes of clause 1.(3), amounts necessary to satisfy such reimbursement obligation and other obligations of the Authority to such a Reserve Product Provider shall be deemed required deposits into the applicable subaccount in the Reserve Account, but shall be used by the Authority to satisfy its obligations to the Reserve Product Provider.

Also notwithstanding anything herein to the contrary, the Authority shall not be required to fund fully a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Bonds hereunder, if it elects by Supplemental Resolution adopted prior to the issuance of any Series of Bonds and subject to the limits described below, to fully fund the applicable subaccount over a period specified in such Supplemental Resolution not to exceed sixty (60) months during which it shall make substantially equal monthly installments in order that the amount on deposit in such subaccount in the Debt Service Reserve Account at the end of such period shall equal the applicable Debt Service Reserve Requirement with respect thereto. The aggregate amounts which may be permitted to be deposited in installments at any time shall not exceed 75% of the applicable Debt Service Reserve Requirement with respect to such subaccount in the Debt Service Reserve Account. If a subaccount in the Debt Service Reserve Account is to be initially funded in installments, the deposits required pursuant to the foregoing may be limited to the amount which will be sufficient to make the required monthly installments specified in the Supplemental Resolution, plus an amount necessary to make up any deficiencies caused by withdrawals or resulting from valuations of the funds on deposit therein.

2. At such time as the total amount held in the Debt Service Account and the Debt Service Reserve Account shall be sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal of, applicable sinking fund

Redemption Price and interest thereon), no further deposits shall be required to be made into such Accounts and the Bonds shall no longer be deemed Outstanding pursuant to this Resolution.

SECTION 406. Bond Fund - Debt Service Account.

1. The Trustee shall pay out of the Debt Service Account to the respective Paying Agents (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (iii) on or before the day preceding any redemption date for the Bonds, the amount required for the payment of interest on the 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 Bonds purchased for retirement.

Notwithstanding anything provided in this Section 406 to the contrary, if principal, interest or premium payments on Bonds have been paid on behalf of the Authority by a bond insurer or the provider of any credit or liquidity facility or any other entity insuring, guarantying or otherwise providing for the payment of the Bonds, or any Series thereof, moneys on deposit in the Debt Service Account and allocable to such Bonds shall be paid to such bond insurer or provider of the liquidity facility or credit facility or other entity having heretofore made a corresponding payment on the Bonds.

2. 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 Bonds for which such Sinking Fund Installment was established) may and, if so directed by the Authority, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable sinking fund Redemption Prices, pursuant to Article V, of such Bonds, if then redeemable by their terms. After the 60th day but on or prior to the 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 said Fund which were deposited therein from the proceeds of Additional Bonds) may, and if so directed by the Authority, shall be applied by the Trustee to the purchase of 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 unsatisfied balance of such Sinking Fund Installment. All purchases of any Bonds pursuant to this subsection 2 shall be made at prices not exceeding the applicable sinking fund Redemption Price of such 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 Bonds) of any 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 such Fund. As soon as practicable after the 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 505, on such due date Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of 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 Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

3. The amount, if any, deposited in the Debt Service Account from the proceeds of each Series of Bonds shall be set aside in such Fund and applied to the payment of interest on the Bonds of such Series (or Refunding Bonds issued to refund such Bonds) as the same becomes due and payable.

SECTION 407. Bond Fund - Debt Service Reserve Account.

1. If, on the final business day of any month the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to subsection 1 of Section 405, the Trustee shall apply amounts from the applicable subaccounts in the Debt Service Reserve Account to the extent necessary to make good the deficiency; provided, however, that amounts in the separate subaccounts in the Debt Service Reserve Account shall be used only for the purpose of curing deficiencies with respect to the Series of Bonds secured by such subaccount. Any proceeds received from a Reserve Product shall be applied to cure deficiencies in the Debt Service Account only with respect to the Series of Bonds for which such Reserve Product was provided.

2. Whenever the moneys on deposit in a subaccount in the Debt Service Reserve Account shall exceed the applicable Debt Service Reserve Requirement, the Trustee, at the direction of an Authorized Officer of the Authority, shall allocate and apply the amount of such excess in the same manner as Revenues, pursuant to Section 405.

3. Whenever the amounts in the applicable subaccounts in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to pay fully all Outstanding Bonds in accordance with their

terms (including principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the 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 Bonds Outstanding secured by the applicable subaccount in the Debt Service Reserve Account.

4. Notwithstanding the foregoing, if one or more subaccounts in the Debt Service Reserve Account have been funded with cash or Investment Securities and no event of default shall have occurred and be continuing hereunder, the Authority may, at any time in its discretion, substitute a Reserve Product meeting the requirements of this Resolution for the cash and Investment Securities in any such subaccount, and the Authority may then withdraw such cash and Investment Securities from such account and deposit them to the credit of the Revenue Fund so long as (i) the same does not adversely affect any rating by a Rating Agency then in effect for the applicable Series of Outstanding Bonds and (ii) the Authority obtains an opinion of Bond Counsel that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the applicable Series of Bonds (if other than Taxable Bonds) for federal income tax purposes.

Cash on deposit in the applicable subaccount in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Product. If and to the extent that more than one Reserve Product is deposited in the applicable subaccount in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

SECTION 408. Operation and Maintenance Fund.

1. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the Authority for reasonable and necessary Operation and Maintenance Expenses.

2. Amounts in the Operation and Maintenance Fund which the Authority at any time determines to be in excess of the requirements of such Fund shall be paid over by the Authority to the Special Trustee for deposit into the Revenue Fund and applied in accordance with Section 405.

3. There is hereby established in the Operation and Maintenance Fund a separate account to be known as the Operation and Maintenance Reserve

Account. Moneys to the credit of said Account shall be paid out from time to time by the Authority for reasonable and necessary Operation and Maintenance Expenses to the extent that sufficient funds are not available within the Operation and Maintenance Fund for such purposes.

4. If at any time amounts on deposit in the Maintenance Reserve Account are in excess of 1/6 of the Operation and Maintenance Expenses with respect to the Airport System as set forth in the then current Annual Budget, the Authority shall pay such excess to the Special Trustee for application in accordance with Section 405.

SECTION 409. Capital Expenditures Fund.

1. Moneys in the Capital Expenditures Fund may be applied to purchase items of equipment and other capital items for use in connection with the Airport System.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account, the Discretionary Fund, the Improvement and Development Fund and the Renewal and Replacement Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Capital Expenditures 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account), the Discretionary Fund, the Improvement and Development Fund and the Renewal and Replacement Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Capital Expenditures 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.

SECTION 410. Renewal and Replacement Fund.

1. Moneys in the Renewal and Replacement Fund may be applied to pay costs of unanticipated or emergency replacements and repairs to the Airport System.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account, the Discretionary Fund and the Improvement and Development Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Trustee shall transfer from the Renewal

and Replacement Fund to 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account), the Discretionary Fund, and the Improvement and Development Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Trustee shall transfer from the Renewal and Replacement Fund to the Authority for deposit in 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.

SECTION 411. Discretionary Fund.

1. If at any time the moneys in the Debt Service Account and the Debt Service Reserve Account shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Discretionary 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.

2. To the extent not required to meet a deficiency as required in subsection 1 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account) shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Discretionary Fund to the Operation and Maintenance Fund the amount necessary (or all moneys in said Fund if less than the amount necessary) to make up such deficiency.

3. Amounts in the Discretionary Fund not required to meet a deficiency as required in subsections 1 and 2 of this Section may, at the discretion of the Authority and, with respect to amounts in the PFC Account, subject to subsection 6 below, be applied to any one or more of the following purposes:

(a) the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any such Bonds;

(b) payments of principal or redemption price of and interest on any Subordinated Indebtedness;

(c) payments into any separate account or accounts established in the Construction Fund for application in a manner consistent with the purposes of such account;

(d) improvements, extensions, betterments, renewals, replacements, repairs, maintenance or reconstruction of any properties or facilities of the Airport System or the provision of one or more reserves therefor; and

(e) any other corporate purpose of the Authority in connection with the Airport System;

provided that, subject to the provisions of subsection 1 and 2 of this Section, amounts deposited in the Discretionary Fund and required by the Resolution to be applied to the purchase or redemption of Bonds shall be applied to such purpose in such manner as the Authority shall determine.

4. Subject to the provisions of this Section and the terms of any pledge securing Subordinated Indebtedness pursuant to Section 414, amounts in the Discretionary Fund shall be applied to the purposes specified in subsection 3.

5. Whenever any moneys in the Discretionary Fund or the Improvement and Development Fund are to be applied to the purchase or redemption of Bonds, the Authority 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 Resolution. Upon any such purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part (an integral multiple of \$5000) or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the Authority in a certificate in writing signed by an Authorized Officer of the Authority 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 calculation of Sinking Fund Installments due on a future date.

6. Amounts in the PFC Account in the Discretionary Fund not required to meet a deficiency as required by subsections 1 and 2 of this Section may be withdrawn by the Authority at any time and shall be applied by the Authority, in its discretion, for permitted purposes, in accordance with the applicable approvals and authorizations of the FAA and applicable FAA Regulations.

SECTION 412. Improvement and Development Fund.

1. Moneys in the Improvement and Development Fund may be applied to costs of the Airport Improvement and Development Plan for the then current Fiscal Year or to the purchase or Redemption of Bonds, including any expenses in connection with such purchase or redemption. Whenever moneys in the Improvement and Development Fund are applied to the purchase or redemption of Bonds, the provisions of paragraph 5 of Section 411 shall equally apply.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account and the Discretionary Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Improvement and Development 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account) and the Discretionary Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Improvement and Development 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.

4. At such time as all amounts on deposit in the Improvement and Development Fund have been spent or transferred to other Funds, the Improvement and Development Fund shall be closed and no longer used in connection with this Resolution.

SECTION 413. [Deleted].

SECTION 414. Subordinated Indebtedness. The Authority may, at any time, or from time to time, issue Subordinated Indebtedness. Such Subordinated Indebtedness shall be payable out of, and may be secured pursuant to the Issuing Instrument by a pledge of the moneys deposited pursuant to Sections 405 1.(4) and (5) hereof, any Subordinated Pledged Revenues and such amounts in the Discretionary Fund as may from time to time be available for the purpose of payment thereof as provided in Section 411 hereof; provided, however, that (i) such Subordinated Indebtedness shall be incurred only for any one or more of the purposes set forth in subsection 3 of Section 411 and the proceeds of such Subordinated Indebtedness shall only be applied for such purpose or purposes, and (ii) such pledge provided for Subordinated Indebtedness shall be, and shall be

expressed to be, subordinated in all respects to the pledge created by this Resolution.

SECTION 415. Application of Supplemental Revenues. Each month, all Supplemental Revenues, up to the Accrued Aggregate Debt Service with respect to the Series of Bonds secured by such Supplemental Revenues, shall be deposited to the Bond Fund for the credit of the Debt Service Account and, anything provided herein to the contrary notwithstanding, shall be used solely to pay debt service on the Series of Bonds secured by such Supplemental Revenues. Supplemental Revenues deposited in the Debt Service Account shall be used to pay debt service on the Series of Bonds secured thereby prior to the use of any Revenues.

ARTICLE V

REDEMPTION OF BONDS

SECTION 501. Privilege of Redemption and Redemption Price. Bonds subject to redemption, in whole or in part, prior to maturity pursuant to this Resolution or a Supplemental Resolution shall be redeemable, upon published notice as provided in this Article V, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article V as may be specified in this Resolution or in the Supplemental Resolution authorizing such Series.

SECTION 502. 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 Authority shall give written notice to the Trustee of the City's election or direction so to redeem, of the redemption date, of the Series, and of the principal amounts 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 Resolution). Such notice shall be given at least 45 days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 505 there shall be paid prior to the redemption date to the appropriate Paying Agents an amount in cash which, in addition to other moneys, 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 Authority shall promptly notify the Trustee in writing of all such payments by it to a Paying Agent.

SECTION 503. Redemption Otherwise Than at City's Election or Direction. Whenever by the terms of the Resolution 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 V and, to the extent applicable, Section 506.

SECTION 504. 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 portion of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of more than \$5,000 (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds) to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds), or with respect to Capital Appreciation Bonds, the Maturity 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 (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds) which is obtained by dividing the principal amount or, with respect to Capital Appreciation Bonds, Maturity Amount of such Bond to be redeemed in part by \$5,000 (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds).

Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established in advance of their scheduled maturity or mandatory redemption date, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part (an integral multiple of \$5,000, or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds) or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the Authority in a certificate in writing signed by an Authorized Officer of the Authority 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 calculation of Sinking Fund Installments due on a future date.

SECTION 505. Notice of Redemption. . When the Trustee shall receive notice from the Authority of the City's election or direction to redeem Bonds pursuant to Section 502, and when redemption of Bonds is authorized or required pursuant to Section 503, 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 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 to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall specify the respective portions of the principal amount, or with respect to Capital Appreciation Bonds, the portion of the Maturity Amount, thereof to be redeemed, and with respect to Capital Appreciation Bonds, the applicable Accreted Value of the Bonds 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 with respect to Bonds other than Capital Appreciation Bonds, and the Accreted Value of Capital Appreciation Bonds, and that from and after such date interest thereon shall cease to accrue and be payable and the value of Capital Appreciation Bonds shall cease to accrue. Such notice shall be given by publication once a week for at least three successive weeks in Authorized Newspapers, the first such publication to be not less than 30 days nor more than 60 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 25 days before the redemption date, to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, 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 shall not affect the validity of the proceedings for the redemption of Bonds. The foregoing notwithstanding, with respect to Series of Bonds originally issued after June 1, 1993, if all of the Bonds of such Series to be redeemed are in fully registered form, no newspaper publication shall be required and notice of redemption shall be given by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty and not more than sixty days before the redemption date to all registered owners of the Bonds or portions of the Bonds to be redeemed at their last addresses as they appear on the registration books maintained in accordance with the provisions hereof. Failure to mail any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no such failure or defect occurred. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice. The foregoing notwithstanding, the Authority may provide redemption notice requirements different than those provided in this Section 505 with respect to a Series of Bonds by Supplemental Resolution authorizing such Series of Bonds.

SECTION 506. Payment of Redeemed Bonds. Notice having been given in the manner required in Section 505, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated

at the Redemption Price, plus, with respect to Bonds other than Capital Appreciation Bonds, interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus, with respect to Bonds other than Capital Appreciation Bonds, interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a registered Bond, the City shall execute and the Authority shall countersign and the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount, or in the case of Capital Appreciation Bonds, the unredeemed balance of the Maturity Amount, of the Bond so surrendered, at the option of the owner thereof, other than with respect to Capital Appreciation Bonds which shall be delivered only as registered Bonds, either coupon Bonds (if such Series of Bonds is authorized to be issued in the form of Coupon Bonds) or registered 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, including the Accreted Value of Capital Appreciation Bonds to be redeemed on such date, and together with interest to the redemption date on Bonds other than Capital Appreciation Bonds, 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 required in Section 505, 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 and with respect to Capital Appreciation Bonds that bear no stated interest, principal of such Capital Appreciation Bonds or portions thereof of such Series and maturity so called for redemption shall cease to appreciate, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. 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 and the principal of Capital Appreciation Bonds that bear no stated interest shall continue to appreciate at the same rate as it would have had such Capital Appreciation Bonds not been called for redemption.

ARTICLE VI

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

SECTION 601. Depositaries. All moneys held by the Trustee or the Special Trustee under the provisions of the Resolution shall be deposited with the Trustee or the Special Trustee as the case may be, including one or more Depositaries in trust for the Trustee or the Special Trustee. All moneys held by the Authority under the Resolution shall be deposited in one or more Depositaries in the name of the Authority. Moneys to be deposited in a particular Fund or Account under the Resolution may be deposited with more than one Depositary, provided that such moneys be credited to such Fund or Account. Each Depositary shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$1,000,000, 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 Resolution. All moneys deposited under the provisions of the Resolution with the Trustee, Special Trustee or any Depositary shall be held in trust and applied only in accordance with the provisions of the Resolution, and each of the Funds established by the Resolution shall be a trust fund for the purposes thereof.

SECTION 602. Deposits.

1. All moneys held by any Depositary under the Resolution may be placed on demand or time deposit, if and as directed by the Authority, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. The Authority shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Resolution. 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 Authority and acceptable to such Fiduciary, on time deposit, provided that such moneys on time deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

2. All moneys held under the Resolution by the Trustee, Special Trustee or any Depositary shall be continuously and fully secured for the benefit of the Authority and the Holders of the Bonds and coupons, either (a) by lodging with the Trustee or the Special Trustee, as the case may be, 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 (b) in such other manner as may then be required by applicable Federal or State of Florida 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 subsection 2 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, Special Trustee or any Depositary to give security for any moneys which shall be represented by obligations purchased as an investment of such moneys.

3. All moneys deposited with the Trustee, Special Trustee and each Depositary shall be credited to the particular Fund or Account to which such moneys belong.

SECTION 603. Investment of Certain Funds. Moneys held in the Debt Service Account and the Debt Service Reserve Account 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 Debt Service Reserve Account not later than 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 instructions received from an Authorized Officer of the Authority. Moneys in the Revenue Fund and the Construction Fund may be invested 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. The Special Trustee shall make such investment in accordance with any instructions received from an Authorized Officer of the Authority. Moneys in the Operation and Maintenance Fund, including amounts in the Operation and Maintenance Reserve Account, may be invested by the Authority in Investment Securities which mature within 12 months and moneys in the Capital Expenditures Fund, the Renewal and Replacement Fund, the Improvement and Development Fund and the Discretionary Fund may be invested in Investment Securities which mature within 5 years, and in any case not later than such times as shall be necessary to provide moneys when needed for payments from such respective Funds.

Interest earned on any moneys or investments in any such Accounts or Funds other than the Construction Fund shall be paid into the Revenue Fund. Interest earned on any moneys or investments in a separate account in the Construction Fund shall be held in such account for the purposes thereof.

The Authority agrees that broker confirmations of investments are not required to be issued by either the Trustee or the Special Trustee for each month in which a monthly statement is rendered by the Trustee or the Special Trustee, respectively.

SECTION 604. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Account or Fund shall be deemed at all times to be a part of such Account or Fund and any profit realized from the liquidation of such investment shall be credited to such Account or Fund and any loss resulting from the liquidation of such investment shall be charged to the respective Account or Fund.

In computing the amount in any Account or Fund created under the provisions of the Resolution for any purpose provided in the Resolution, 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 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 Accounts and Funds shall be made as of March 31 and September 30 in each year.

Except as otherwise provided in the Resolution, the Trustee and the Special Trustee shall sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested in writing by an Authorized Officer of the Authority so to do whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Account or Fund held by the Trustee or Special Trustee. Neither the Trustee nor the Special Trustee shall be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

SECTION 701. Effect of Covenants. The Authority hereby particularly covenants and agrees with the Trustee and with the Holders of the Bonds and coupons, and makes provisions which shall be a part of the contract with such Holders, to the effect and with the purpose set forth in the following Sections of this Article VII.

SECTION 702. Payment of Principal, Premium, if any, and Interest. The Authority will promptly pay or cause to be paid, but solely from the Revenues, and the proceeds of the Bonds pledged therefor by the Resolution the principal of, interest and premium, if any, on all Bonds issued hereunder according to the terms hereof.

SECTION 703. Extension of Payment of Bonds and Coupons. The Authority 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 of the coupons or claims for interest by the purchase or funding of such Bonds, coupons 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 coupons or claims for interest shall be extended, such Bonds, coupons or claims for interest shall not be entitled in case of any default under the Resolution to the benefit of the Resolution or to any payment out of Revenues, or out of any funds including the investments, if any, thereof, pledged under the Resolution or the moneys (except moneys held in trust for the payment of particular Bonds, coupons or claims for interest pursuant to the Resolution) held by any Fiduciary, except subject to the prior payment 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 coupons or claims for interest. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of the maturity of any Bonds.

SECTION 704. Offices for Servicing Bonds. The Authority hereby irrevocably appoints the Trustee as its agent to maintain an office or agency for the registration, transfer or exchange of Bonds, and for the service of notices, presentations and demands upon the Authority. The Authority hereby appoints the Paying Agents as its respective agents to maintain offices or agencies for the payment or redemption of Bonds and coupons.

SECTION 705. Further Assurance. At any and all times the Authority 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 Authority may hereafter become bound to pledge or assign.

SECTION 706. Powers as to Bonds and Pledge. The Authority is duly authorized under the Act and all applicable laws to create and issue the Bonds and to adopt the Resolution and to pledge the Revenues and other moneys, securities and funds purported to be pledged by the Resolution in the manner and to the extent provided in the Resolution. Except as to the issuance of Bonds hereunder, 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 Resolution, and all corporate or other action on the part of the Authority and the City to that end has been duly and validly taken. The Bonds and the provisions of the Resolution are

and will be in the valid and legally enforceable obligations of the City in accordance with their terms and the terms of the Resolution. The Authority 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 Resolution and all the rights of the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

SECTION 707. Powers as to the Airport System and Collection of Rates, Fees and Rentals. The Authority 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 System and to fix rates, fees, rentals and other charges in connection therewith, all as provided in the Act.

SECTION 708. Indebtedness and Liens. The Authority shall not issue any bonds 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 Authority or by the Fiduciaries under the Resolution and shall 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 Resolution shall prevent the Authority from issuing (i) evidences of indebtedness payable out of moneys in the Construction Fund as part of the Cost of Construction of any Additional Project, and after the date the pledge of Revenues provided in the Resolution shall be discharged and satisfied as provided in Section 1201, or (ii) Subordinated Indebtedness as provided in Section 414.

SECTION 709. Sale, Lease or Encumbrance of Property.

1. Except as provided in subsection 2 or subsection 3 of this Section 709, no part of the Airport System shall be sold, or otherwise disposed of or encumbered.

2. The Authority may sell, for fair and reasonable value, at any time and from time to time, in an arm's-length transaction, any property constituting part of the Airport System which an Authorized Officer of the Authority certifies to be obsolete, uneconomical, negligible, worn out or surplus property, or property no longer useful or profitable in the operation of the Airport System.

3. The Authority 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 System if such lease, contract, license, easement or right does not impede or restrict the operation by the Authority of the Airport System.

4. Any 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 Resolution shall be applied in the same manner and to the same purposes as Revenues.

SECTION 710. Operation, Maintenance and Reconstruction.

1. The Authority shall at all times operate, or cause to be operated, the Airport System 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 System may be properly and advantageously conducted, and, if any useful part of the Airport System is damaged or destroyed, the Authority 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 Resolution shall require the Authority to operate, maintain, preserve, repair, replace, renew or reconstruct any part of the Airport System from sources other than the Revenues or if there shall have been filed with the Trustee (a) a certificate executed by an Authorized Officer of the Authority stating that in the opinion of the Authority abandonment of operation of such part is economically justified and is not prejudicial to the interests of the Holders of the Bonds, and (b) a consent to the filings of such certificate given by the Trustee, which consent shall be withheld only upon reasonable grounds.

2. To the extent deemed necessary by the Authority for the efficient or economical operation of the Airport System and permitted by law, it shall maintain, preserve, and renew all the franchises, rights, powers and privileges acquired, owned or held by it.

3. The Authority shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Airport System.

SECTION 711. Rates and Charges. The Authority will, at all times while any Bonds shall be Outstanding, establish, fix, prescribe and collect rates, fees, rentals and other charges for the use of the Airport System as shall be required in order that in each Fiscal Year the Net Revenues less the amounts, if any, required to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund, plus Supplemental Revenues in an amount not to exceed 1.25 times the Aggregate Debt Service on each Series of Bonds secured by such

Supplemental Revenues for such Fiscal Year, shall equal at least 1.25 times the sum of the Aggregate Debt Service of the Outstanding Bonds for such Fiscal Year, and in any event, as shall be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution.

SECTION 712. Insurance.

1. So long as any Bonds are Outstanding, the Authority shall at all times carry insurance 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 System 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 Airport Consultant.

2. Any proceeds of insurance for the Airport System shall, except as provided in subsection 3 of Section 403, to the extent necessary and desirable, be applied to the repair and replacement of any damaged or destroyed properties of the Airport System. If any of said proceeds are not used to repair or replace property, such proceeds shall be paid into the Debt Service Account in the Bond Fund.

SECTION 713. Condemnation. The Authority covenants that in the event the Airport System 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 System or such part thereof. If any of said proceeds are not applied to such replacement, such proceeds shall be paid into the Debt Service Account in the Bond Fund.

SECTION 714. Airport Consultant. The Authority shall employ an Airport Consultant from time to time whenever and for the purposes contemplated by this Resolution. Such Airport Consultant shall 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.

SECTION 715. Consulting Engineers. The Authority shall employ Consulting Engineers from time to time whenever and for the purposes contemplated or required by this Resolution. Such Consulting Engineers shall be engineer or engineering firms having a wide and favorable reputation for skill and experience in the construction and operation of airport facilities.

SECTION 716. Annual Budget.

1. Not less than five (5) days prior to the beginning of each Fiscal Year the Authority shall prepare and file with the Trustee an Annual Budget for the ensuing Fiscal Year. Such Annual Budget shall set forth in reasonable detail: the estimated Revenues and Operation and Maintenance Expenses for the Airport System for such Fiscal Year; the estimated amounts to be deposited during such Fiscal Year in each of the Funds and Accounts established under the Resolution and the estimated expenditures for the replacement of capital assets or any unusual or extraordinary maintenance or repairs, for the building and constructing of permanent improvements, alterations, buildings and other structures, including runways, taxi strips and aprons of the Airport System. The Authority may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year. Copies of the Annual Budget and of any amended Annual Budget shall be promptly filed with the Trustee for inspection by Bondholders.

2. If for any reason the Authority shall not have adopted the Annual Budget for a Fiscal Year before the first day of such Fiscal Year, the Annual Budget for the preceding year shall be deemed to have been adopted and be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted and a copy thereof filed with the Trustee.

SECTION 717. Accounts and Reports.

1. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Revenues, each Fund and Account established under the Resolution and which shall at all times be subject to the inspection of the Trustee, and the Holders of an aggregate of not less than 5% of the Bond Obligation then Outstanding or their representatives duly authorized in writing.

2. The Trustee and the Special Trustee shall advise the Authority promptly after the end of each month of the respective transactions during such month relating to each Fund and Account held by the Trustee and the Special Trustee under the Resolution and the Revenues. The Authority shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the Trustee and the Special Trustee with respect to the Funds and Accounts held by the Trustee or the Special Trustee under the Resolution and with respect to the Revenues.

3. The Authority shall annually, within 120 days after the close of each Fiscal Year, cause an audit to be made of its books and accounts relating to said Airport System for such Fiscal Year by an independent and recognized certified

public accountant not in the regular employ of the Authority. Promptly thereafter reports of each such audit shall be filed with the Trustee. Each such audit Report shall set forth with respect to such Fiscal Year:

(a) A summary with respect to each Fund and Account established under the Resolution, of the receipts therein and disbursements therefrom;

(b) the details of all Bonds issued, paid, purchased or redeemed;

(c) the amounts on deposit at the end of such Fiscal Year to the credit of each Fund and Account established under the Resolution, showing the respective amounts on deposit to the credit thereof in each Depository under the Resolution, as the case may be, and any security held therefor, and showing the details of any investment thereof;

(d) the amounts of the proceeds received from any sales of property consisting part of the Airport System; and

(e) a list of all insurance policies with respect to the Airport System or certificates thereof then held by the City, the Authority, or the Trustee.

4. The Authority shall file with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by the Authority of any covenant, agreement or condition contained in the Resolution, a certificate signed by an Authorized Officer of the Authority and specifying such Event of Default or default and (b) within 120 days after the end of each Fiscal Year, a certificate signed by an appropriate Authorized Officer of the Authority stating that, to the best of his knowledge and belief, the Authority has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Resolution and there does not exist at the date of such certificate any default by the Authority under the Resolution or any Event of Default or other event which, with the lapse of time specified in Section 801 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.

5. The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Resolution 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 Authority. The Authority may charge each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

SECTION 718. ~~[Deleted.]~~.

SECTION 719. ~~[Deleted.]~~.

SECTION 720. ~~[Deleted.]~~

SECTION 721. Covenants With Respect to Airports and Aviation Facilities. Nothing herein contained shall prohibit the Authority from acquiring or constructing an airport or an aviation facility and financing the same from moneys other than the proceeds of Bonds or Revenues generated by the Airport System. The Authority hereby covenants that it will not acquire or construct any such airport or aviation facility as aforesaid unless a certificate is received from the Airport Consultant and filed with the Trustee to the effect that such airport or aviation facility will not adversely affect Revenues to be derived by the Authority or the rights, security and remedies of Bondholders under the Resolution.

SECTION 722. Special Purpose Facilities. The Authority shall be authorized to finance Special Purpose Facilities from the proceeds of obligations issued by the Authority without regard to any requirements of this Resolution with respect to the issuance of Additional Bonds, provided:

1. Such obligations are payable solely from rentals or other charges derived by the Authority under a lease, sale or other agreement entered into between the Authority and the person, firm or corporation which will be utilizing the Special Purpose Facilities to be financed.

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 rentals, payments or other charges to be derived by the Authority from the lease, sale or other agreement with respect to the Special Purpose 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 Purpose Facilities and all sinking fund, reserve or other payments required by the resolution or indenture securing such obligations.

3. There shall be filed with the Trustee prior to the issuance of such obligations a certificate of the Airport Consultant, certifying that the construction and operation of the Special Purpose Facilities to be financed will not decrease the Revenues to be derived from the Airport System.

4. In addition to all rentals, payments or other charges with respect to the Special Purpose Facilities to be financed, a fair and

reasonable rental for the land upon which said Special Purpose Facilities are to be constructed shall be charged by the Authority, and said ground rent shall be deemed Revenues derived from the Airport System.

SECTION 723. 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 of Florida or by the Act or the Resolution 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 724. Payment of Lawful Charges. The Authority 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 System, 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 the Additional Project, and shall not create or suffer to be created any lien or charge upon the Airport System or any part thereof or upon the Revenues therefrom, except the pledge and lien created by the Resolution for the payment of the principal and Redemption Price of and interest on the Bonds. The Authority 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 shall require the Authority 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 725. Compliance with Law. The Authority shall observe and perform all of the terms and conditions contained in the Act and shall comply with all valid acts, rules, regulations, orders and directions applicable to the Airport System or the Authority, of any legislative, executive administrative or judicial body having lawful jurisdiction thereover.

SECTION 726. Covenants With Respect to PFCs. The Authority hereby covenants and agrees to file such applications, submit such reports and take any and all such other actions that may be necessary or desirable to preserve its rights to impose and collect PFCs from which Available PFC Revenues are derived, to enforce with reasonable diligence its right to receive PFC Revenues from which Available PFC Revenues are derived and to use the proceeds of such Available PFC Revenues and amounts required to be deposited in the PFC Account in the manner

provided herein. Without limiting the generality of the foregoing, the Authority hereby covenants and agrees as follows:

(a) To apply PFC Revenues only to finance allowable costs of approved projects in accordance with the FAA Regulations and applicable FAA authorizations and approvals (including Accrued Aggregate Debt Service with respect to that portion of the Bonds issued to finance PFC Projects);

(b) To comply with the applicable requirements of Section 9304(e) and 9307 of the Airport Noise and Capacity Act of 1990 (Pub. L. 101-508, Title IX, Subtitle D);

(c) To notify the air carriers and foreign air carriers required to collect PFCs with respect to the Airport System of the FAA's approval of the imposition of such PFCs in accordance with the requirements of the FAA Regulations and to take all actions reasonably necessary to insure the proper collection and remittance of the PFC Revenues from which Available PFC Revenues are derived by the air carriers; and

(d) To comply with all reporting, recordkeeping, and auditing requirements contained in the FAA Regulations.

ARTICLE VIII

REMEDIES OF BONDHOLDERS

SECTION 801. Events of Default. The following events shall be "Events of Default" under the Resolution:

(i) default shall be made in the due and punctual payment of the principal of or Redemption Price of any Bond when and as the same shall become due and payable, 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 shall become due and payable;

(ii) default shall be made by the Authority in the performance or observance of the covenants, agreements and conditions on its part as provided in Section 711; provided, however, that a failure to comply with the covenants in Section 711 shall not constitute an event of default unless the Authority shall fail in the

succeeding Fiscal Year to comply with the covenants in Section 711 or to restore any deficiencies which occurred in any Funds in the preceding Fiscal Year;

(iii) default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Resolution or in the Bonds and such default shall continue for a period of sixty (60) days after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Holders of not less than twenty-five percent (25%) of the Bond Obligation;

(iv) the Authority or 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 of Florida;

(v) judgment for the payment of money shall be rendered against the Authority or the City as the result of the construction, improvement, ownership, control or operation of the Airport System, 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; and

(vi) an order or decree shall be entered, with the consent or acquiescence of the Authority or the City, appointing a receiver or receivers of the Airport or any part thereof, or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of the Authority or the City, shall not be vacated or discharged, stayed or appealed within ninety (90) days after the entry thereof.

SECTION 802. Accounting and Examination of Records After Default.

1. The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Authority 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.

2. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, 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 Resolution for such period as shall be stated in such demand.

SECTION 803. Application of Revenues and Other Moneys After Default.

1. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and Funds then held by the Authority or Special Trustee in any Fund or account under the Resolution, and (ii) all Revenues as promptly as practicable after receipt thereof.

2. During the continuance 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:

(a) to the payment of Operation and Maintenance Expenses including, without limitation, the payment of the reasonable and proper charges and expenses of the Trustee and the reasonable fees and disbursements of its counsel;

(b) to the payment of the interest and principal or Redemption Price then due on the Bonds, subject to the provisions of Section 703, as follows:

(i) unless the principal of all of the Bonds shall have become due and payable,

First: To the payment to the persons entitled thereto of all installments of interest on Bonds other than Capital Appreciation Bonds then due in order of the maturity of such installments, together with accrued and unpaid interest on the Bonds other than the Capital Appreciation 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 with respect to Capital Appreciation Bonds the unpaid Maturity Amount, or Redemption Price of any 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 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal, or with respect to Capital Appreciation Bonds the unpaid Maturity Amount, or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(ii) if the principal (or, with respect to Capital Appreciation Bonds, the Maturity Amount) of all of the Bonds shall have become due and payable, to the payment of the principal and interest (or, with respect to Capital Appreciation Bonds, Maturity Amount) then due and unpaid upon the 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 Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, (or, with respect to Capital Appreciation Bonds, Maturity Amount) to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and coupons.

3. If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Authority under the Resolution, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable, shall either be paid by or for the account of the Authority, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Resolution or the 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 Authority 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 Resolution to be deposited or pledged, with the Trustee), and thereupon the Authority and the Trustee shall be restored, respectively, to their former positions and rights under the Resolution. No such payment over to the Authority by the Trustee nor such restoration of the Authority and the Trustee to their former

positions and rights shall extend to or affect any subsequent default under the Resolution or impair any right consequent thereon.

SECTION 804. Proceedings Brought By Trustee.

1. 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 Holders of not less than twenty-five (25%) of the Bond Obligation shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under this Resolution 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 Authority as if the Authority 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 Resolution.

2. All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

3. The Holders of not less than a majority of the Bond Obligation 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.

4. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

5. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority of the Bond Obligation, 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 Resolution by any acts which may be unlawful or in violation of the Resolution, and such suits and proceedings as the Trustee may be advised shall

be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

SECTION 805. Restriction on Bondholder's Action.

1. No Holder of any Bond or coupon shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Holders of at least twenty-five percent (25%) of the Bond Obligation shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Resolution or by the Act or by the laws of Florida or to institute such action, suit or proceeding in its own name, and unless such Holders 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 Holders of Bonds or coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Resolution, or to enforce any right under the Resolution, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Resolution shall be instituted, had and maintained in the manner provided in the Resolution and for the equal benefit of all Holders of the Outstanding Bonds and coupons.

2. Nothing in this Resolution or in the Bonds or in the coupons contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay, from the sources herein specified, at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

SECTION 806. Remedies Not Exclusive. No remedy by the terms of the Resolution 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 shall be cumulative and shall be in addition to every other remedy given under the Resolution or existing at law or in equity or by statute on or after the date of adoption of the Resolution.

SECTION 807. Effect of Waiver and Other Circumstances.

1. 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 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.

2. The Holders of not less than sixty-six and two-thirds percent (66-2/3%) of the Bond Obligation, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Resolution 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 shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 808. Notice of Default. The Trustee shall promptly upon becoming aware of any Event of Default mail to registered Holders of Bonds, the original purchasers of the Bonds and the financial consultant to the Authority and to all Bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the occurrence of any Event of Default. If any Fiscal Year Revenues shall be insufficient to comply with the provision of Section 711, the Trustee, on or before the 30th day after receipt of the annual audit, shall mail to such registered Holders and such Bondholder written notice of such failure.

ARTICLE IX

CONCERNING THE FIDUCIARIES

SECTION 901. Trustee and Special Trustee: Appointment and Acceptance of Duties.

1. The Authority shall appoint the Trustee in the Supplemental Resolution authorizing the issuance of the initial Series of Bonds hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing the certificate of authentication endorsed upon the Bonds, and by executing such certificate upon any Bond the Trustee shall be deemed to have accepted such duties and obligations not only with respect to the Bond so authenticated, but with respect to all the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Resolution.

2. The Authority shall appoint the Special Trustee in the Supplemental Resolution authorizing the issuance of the initial Series of Bonds hereunder. The Special Trustee shall signify its acceptance of duties and

obligations imposed upon it by the Resolution by executing and delivering to the Authority and the Trustee a written acceptance thereof.

SECTION 902. Paying Agents: Appointment and Acceptance of Duties.

1. The Authority 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 913 for a successor Paying Agent. The Trustee or the Special Trustee may be appointed a Paying Agent.

2. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and to the Trustee a written acceptance thereof.

3. Unless otherwise provided, the principal offices of the Paying Agents are designated as the respective offices or agencies of the Authority for the payment of the interest on and principal or Redemption Price of the Bonds.

SECTION 903. Responsibilities of Fiduciaries.

1. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority 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 Resolution or of any Bonds or coupons issued thereunder or as to the security afforded by the Resolution, 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 Authority 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 subsection 2 of this Section 903, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

2. 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 this Resolution. In case an 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 Resolution, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any

provision of the Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 903.

SECTION 904. Evidence on which Fiduciaries may Act.

1. 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 Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Resolution 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. Each Fiduciary may consult with counsel, who may or may not be of counsel to the Authority, 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 Resolution in good faith and in accordance therewith.

2. 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 Resolution, 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 Authorized Officer of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution 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 seem reasonable.

3. Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Authority to any Fiduciary shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer of the Authority.

SECTION 905. Compensation. The Authority shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Resolution, 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 this Resolution and each Fiduciary shall have a lien therefor on any and all Funds at any time held by it under this Resolution. Subject to the provisions of Section 903, the Authority further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence, misconduct or default.

SECTION 906. Certain Permitted Acts. Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as Depositary 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 Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

SECTION 907. Resignation of Trustee or Special Trustee. The Trustee or Special Trustee may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than ninety (90) days' written notice to the Authority and publishing notice thereof, specifying the date when such resignation shall take effect, once in each week for three successive calendar weeks in an Authorized Newspaper, and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the Authority or the Bondholders as provided in Section 909, 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 or Special Trustee become effective until a successor Trustee or Special Trustee shall have been appointed pursuant to the provisions of this Article.

SECTION 908. Removal of Trustee or Special Trustee. The Trustee or Special Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee and Special Trustee, and signed by the Holders of a majority of the Bond Obligation then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority, or, so long as the Authority is not then in default hereunder, by a certificate of an Authorized Officer of the Authority filed with the Trustee and the Special Trustee.

SECTION 909. Appointment of Successor Trustee or Special Trustee.

1. In case at any time the Trustee or Special 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 Special Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or Special Trustee, or of its property or affairs, a successor may be appointed by the Authority, so long as the Authority is not then in default hereunder, or, if the Authority is then in default hereunder or the Authority has not appointed a successor Trustee or Special Trustee as the case may be within forty-five (45) days of the occurrence of such event, by the Holders of a majority of the Bond Obligation then outstanding, excluding any Bonds held by or for the account of the Authority. Such appointment by the Holders 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 or Special Trustee, notification thereof being given to the Authority and the predecessor Trustee and Special Trustee; provided, nevertheless, that unless a successor Trustee or Special Trustee shall have been appointed by the Bondholders as aforesaid, the Authority by a duly executed written instrument signed by an Authorized Officer of the Authority shall forthwith appoint a Trustee or Special Trustee to fill such vacancy until a Successor Trustee or Special Trustee shall be appointed by the Bondholders as authorized in this Section 909. The Authority shall mail notice of any such appointment made by it to each registered owner of Bonds within 20 days of such appointment and, unless all of the Bonds outstanding are in registered form, the Issuer shall publish notice of any such appointment made by it in an Authorized Newspaper, such publication to be made within 20 days after such appointment. If the Authority shall be in default hereunder at the time of the appointment of a Successor Trustee or Special Trustee, any Successor Trustee or Special Trustee appointed by the Authority shall, immediately and without further act, be superseded by a Trustee appointed by the Bondholders.

If no successor Trustee shall have been so appointed and accepted appointment within ninety (90) days of the resignation, removal, incapability or the occurrence of a vacancy in the office of the Trustee or the Special Trustee in the manner herein provided, the Trustee or the Special Trustee, as applicable, or any Bondholder may petition any court of competent jurisdiction for the appointment of a successor Trustee or Special Trustee, as applicable, until a successor shall have been appointed as above provided.

SECTION 910. Transfer or Rights and Property to Successor Trustee or Special Trustee. Any successor Trustee or Special Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor Trustee or Special Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee or Special 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 or Special Trustee, with like effect as if originally named as Trustee or Special Trustee; but the Trustee or Special Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor Trustee or Special Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainty vesting and confirming in such successor Trustee or Special Trustee all the right, title and interest of the predecessor Trustee or Special Trustee in and to any property held by it under the Resolution, and shall pay over, assign and deliver to the successor Trustee or Special 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 Authority be required by such successor Trustee or Special Trustee for more fully and certainly vesting in and confirming to such successor Trustee or Special Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee or Special Trustee shall promptly notify all Paying Agents of its appointment as Trustee or Special Trustee.

SECTION 911. 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 Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

SECTION 912. Adoption of Authentication. In case any of the Bonds contemplated to be issued under the Resolution 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 have not 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 Resolution provided that the certificate of the Trustee shall have such full force.

SECTION 913. Resignation or Removal of Paying Agent and Appointment of Successor.

1. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least ninety (90) days' written notice to the Authority, the Trustee, and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by the Authority. Any successor Paying Agent shall be appointed by the Authority with the approval of the Trustee and shall be a bank or trust company or a national banking association, and having capital stock and surplus aggregating at least \$20,000,000 and 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 this Resolution.

2. 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 be 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.

ARTICLE X

SUPPLEMENTAL RESOLUTIONS

SECTION 1001. Supplemental Resolutions Effective Upon Filing With the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Authority may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority together with a certified copy of a resolution of the City Council approving such Supplemental Resolution, shall be fully effective in accordance with its terms:

(1) To close the Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Resolution 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 Authority in the Resolution, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(3) To add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;

(4) To authorize Bonds of a Series or to determine the terms and details thereof and, in connection therewith, specify and determine the matters and things referred to in Sections 202, 203, 204 or 205, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Resolution 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;

(5) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the

Resolution, of the Revenues, or of any other moneys, securities or funds; and

(6) To modify any of the provisions of the Resolution in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall 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 Resolution and of Bonds issued in exchange therefor or in place thereof.

SECTION 1002. Supplemental Resolutions Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority, and (ii) the filing with the Trustee and the Authority of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply an omission, or cure or correct any defect or inconsistent provision in the Resolution; or

(2) To insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to or inconsistent with the Resolution as theretofore in effect; or

(3) To make any other changes or modifications to or to otherwise amend the Resolution in any manner that does not materially adversely affect the interests or rights of any of the Holders of Bonds issued pursuant to the terms hereof and then Outstanding.

SECTION 1003. Supplemental Resolutions Effective With Consent of Bondholders. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Resolution, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority and upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI.

SECTION 1004. General Provisions.

1. The Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing in this Article X or Article XI contained shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 705 or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument which elsewhere in the Resolution it is provided shall be delivered to said Fiduciary.

2. Any Supplemental Resolution referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the Authority without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights).

3. The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Sections 1001, 1002 or 1003 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 opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Resolution is authorized or permitted by the provisions of the Resolution.

4. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

ARTICLE XI

AMENDMENTS

SECTION 1101. Mailing and Publication.

1. Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority, (ii) to each Holder of any Bond payable to bearer who shall have filed with the Trustee within two (2) years

preceding such mailing a request for notices, (iii) to the Trustee and (iv) to the original purchasers of the Bonds.

2. Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in an Authorized Newspaper.

SECTION 1102. Powers of Amendment. Any modification or amendment of the Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds and coupons thereunder, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in Section 1103(i) of the Holders of at least a majority of the Bond Obligation 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 Holders of at least a majority of the Bond Obligation of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of at least a majority of the Bond Obligation of the particular Series and maturity entitled to such Sinking Fund Installment 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 Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon, or in the case of Capital Appreciation Bonds, the Maturity Amount or Accreted Value, as applicable, or a reduction in the principal amount or the Redemption Price, or in the case of Capital Appreciation Bonds, the Maturity Amount or Accreted Value, as applicable, thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders 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. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment of the Resolution and any such determination shall be binding and conclusive on the Authority and all Holders of Bonds.

SECTION 1103. Consent of Bondholders. The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in

this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to Bondholders and shall be published in an Authorized Newspaper at least once a week for three successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consents of Holders of the percentages of the Bond Obligation specified in Section 1102 and (b) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, and (ii) a notice shall have been published as hereinafter in this Section 1103 provided. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1202. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1202 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 1202 to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 1103 provided for is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1202. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Authority to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of the Bond Obligation shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that the Holders of such required percentages of the Bond Obligation have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of the Bond Obligation and will be effective as provided in this Section 1103, may be given to Bondholders by the Authority by mailing such notice to Bondholders (but failure

to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1103 provided) and by publishing the same in an Authorized Newspaper at least once not more than ninety (90) days after the last of the Holders of the required percentages of the Bond Obligation shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee hereinabove provided for is filed. The Authority shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this Section 1103 to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Holders of all Bonds and coupons at the expiration of forty (40) days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that any Fiduciary and the Authority during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

SECTION 1104. Modifications by Unanimous Consent. The terms and provisions of the Resolution and the rights and obligations of the Authority and of the Holders of the Bonds and coupons thereunder may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consent of the Holders of all the Bonds then Outstanding, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

SECTION 1105. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority 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 Authority 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 or other action taken under this Article, the Authority shall furnish the Trustee a certificate of an Authorized Officer of the Authority, upon which the Trustee may rely, describing all Bonds so to be excluded.

SECTION 1106. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article

XI provided may, and, if the Trustee so determines, shall bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of his Bond for such purpose at the principal office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

ARTICLE XII

MISCELLANEOUS

SECTION 1201. Defeasance.

1. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds and coupons 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 this Resolution, then the pledge of any Revenues, and other moneys and securities pledged under this Resolution and all covenants, agreements and other obligations of the Authority 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 Authority to be prepared and filed with the Authority and, upon the request of the Authority, shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Authority all moneys or securities held by them pursuant to the Resolution which are not required for the payment of principal or Redemption Price, if applicable, on Bonds or payment of coupons not theretofore surrendered for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Outstanding Bonds of a particular Series and the coupons appertaining thereto 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 Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

2. Bonds or coupons or interest installments for the 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 Authority 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 subsection 1 of this Section. All Outstanding Bonds of any Series, or all or any portion of one or more maturities within a Series, and all coupons appertaining to such Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article V notice of redemption of such Bonds on said date, (b) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment 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 or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to provide, as soon as practicable, by mail to the registered owners of all Registered Bonds so defeased. Neither Investment Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Investment 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 Investment 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 Authority as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under the Resolution, 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 Investment Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, 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, and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien of pledge securing said Bonds or otherwise existing under the Resolution. For purposes of this Section, Investment Securities shall mean and include only such securities as are described in clauses (i) and (vi) of the definition of "Investment Securities" in Section 101.

3. Anything in the Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge for any of the Bonds or coupons 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 Authority, be repaid by the Fiduciary to the Authority, 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 Authority for the payment of such Bonds and coupons; provided, however, that before being required to make any such payment to the Authority, the Fiduciary shall, at the expense of the Authority, cause to be published at least three times at intervals of not less than seven (7) days between publications, in Authorized Newspapers, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than forty-five (45) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

SECTION 1202. Evidence of Signatures of Bondholders and Ownership of Bonds.

1. Any request, consent, revocation of consent or other instrument which the Resolution 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. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons appertaining thereto, shall be sufficient for any purpose of the Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) 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 or any notary public or other officer authorized to take acknowledgments of deed, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an 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 corporation, association or partnership, such signature guarantee,

certificate or affidavit shall also constitute sufficient proof of his authority.

(2) The amount of Bonds transferable by delivery held by any person executing any instrument as a Bondholder, the date of his holding such Bonds, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the Trustee, executed by the Trustee or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, showing at the date therein mentioned that such person exhibited to such member or officer or had on deposit with such depository the Bonds described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository with respect to Bonds owned by it, if acceptable to the Trustee. In addition to the foregoing provisions, the Trustee may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bonds transferable by delivery.

2. The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

3. Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

SECTION 1203. Prior Obligations Not Affected. Nothing contained in the Resolution shall be construed as impairing or destroying the obligation of the Authority in connection with any franchise, contract, agreement, lease or other arrangement entered into by the Authority in connection with the operation of the properties of the City by the Authority prior to the adoption of this Resolution, or to release any person, firm or corporation, public or private, from any debt or other obligation to the Authority pursuant to any such franchise, contract, agreement, lease or other arrangement.

SECTION 1204. Moneys Held for Particular Bonds and Coupons. 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 or coupons, shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds and coupons entitled thereto.

SECTION 1205. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of the Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, any other Fiduciary, and any Bondholder and their representatives, any of whom may make copies thereof.

SECTION 1206. Parties Interested Herein. Nothing in the Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Authority, the Fiduciaries and the Holders of the Bonds and the coupons thereunto appertaining, any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof, and all the covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Fiduciaries, and the Holders of the Bonds and the coupons thereunto appertaining.

SECTION 1207. 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 Resolution against any member or officer of the Authority or the City or any person executing the Bonds. Further, the Bonds do not constitute a debt of the City or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable solely from the funds pledged therefor under the Resolution. The issuance of Bonds under the Resolution shall not directly or indirectly or contingently obligate the City to levy or pledge any form of taxation whatever therefor or to make any appropriation for their payment.

SECTION 1208. Publication of Notice; Suspension of Publication.

1. Any publication to be made under the provisions of the Resolution in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the successive publications but may be made in a different Authorized Newspapers.

2. If, because of the temporary or permanent suspension of the publication or general circulation of Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to the Resolution in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 1209. [Deleted].

SECTION 1210. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Resolution on the part of the

Authority 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 Resolution.

ARTICLE XIII

BOND FORMS AND EFFECTIVE DATE OF RESOLUTION

SECTION 1301. Form of Bonds and Coupons and Trustee's Certificate of Authentication. Subject to the provisions of the Resolution, the Bonds of each Series, the coupons (if any) to be attached hereto, the validation certificate and the Trustee's certificate of authentication shall be, respectively, in substantially the following forms, with such insertions or omissions, endorsements and variations as may be required or permitted by the Resolution and the Act:

[FORM OF COUPON BOND]

CITY OF ORLANDO, FLORIDA

AIRPORT FACILITIES REVENUE BOND, ____ SERIES

\$5,000

No. ____

The City of Orlando, Florida (herein called the "City"), a municipal corporation in the County of Orange, State of Florida, acknowledges itself indebted to, and for value received hereby promises to pay, solely from the revenues and special funds pledged therefor as hereinafter provided, to the bearer on the first day of _____, upon presentation and surrender of this bond, the principal sum of _____ Dollars (\$_____) and, to pay solely from such revenues and special funds pledged therefor interest on such principal sum from the date hereof, at the rate of _____ per centum (____%) per annum, payable semi-annually on the first days of _____ and _____ in each year until the City's obligation with respect to the payment of such principal sum shall be discharged as provided in the Resolution hereinafter mentioned, but only in the case of interest due on or before maturity of this bond, according to the tenor of the respective coupons therefor annexed hereto and upon presentation and surrender of said coupons as they severally become due. This bond, as to principal, interest and redemption price, will be payable at the principal offices of _____ or _____ (such banks and any successors thereto being referred to herein as the "Paying Agents"), at the option of the bearer, 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.

This bond is one of a duly authorized issue of bonds of the City designated "Airport Facilities Revenue Bonds, ____ Series" (the "____ Series Bonds"), in the aggregate principal amount of \$ _____ issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City, under authority of and pursuant to Chapter 98-492, Special Laws of Florida 1998, as amended (herein called the "Act"), and under and pursuant to a resolution of the Authority adopted June 13, 1978, entitled "Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida" and a supplemental resolution of the Authority authorizing the ____ Series Bonds (said Airport Facilities Revenue Bond Resolution as supplemented being herein called the "Resolution"). As provided in the Resolution, this bond as to principal or redemption price thereof and interest thereon are payable solely from and secured by a pledge of the revenues of the Airport System (as defined in the Resolution) owned by the City and operated by the Authority, and other funds held or set aside under the Resolution. Copies of the Resolution are on file at the offices of the City and the Authority and at the principal office of _____, as Trustee

under the Resolution, or its successor as Trustee (herein called the "Trustee"), and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the bearers or registered owners of this bond with respect thereto and the terms and conditions upon which bonds are issued and may be issued thereunder.

As provided in the Resolution, bonds of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least a majority in principal amount of the bonds then outstanding under the Resolution, and, in case less than all of the series of bonds would be affected thereby, with such consent of at least a majority in principal amount of the bonds of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of at least a majority in principal amount of the bonds of the particular series and maturity entitled to such sinking fund installment then outstanding; 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 under the Resolution, the consent of the holders of such bonds shall not be required and such bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any bond outstanding or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the holder of such bonds or shall reduce the percentages or otherwise affect the classes of bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

The bonds of the issue of which this bond is one are issuable in the form of coupon bonds in the denomination of \$5,000 and in the form of registered bonds without coupons in the denominations of \$5,000 or any integral multiple of

\$5,000. The holder of any coupon bond or bonds may surrender the same, with all unmatured coupons attached, at the above mentioned office of the Trustee, in exchange for an equal aggregate principal amount of registered bonds, without coupons, of any of the authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Resolution. In like manner, subject to such conditions and upon the payment of such charges, the owner of any registered bond or bonds without coupons may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of coupon bonds with appropriate coupons attached, or of registered bonds without coupons of any other authorized denominations.

The bonds of the issue of which this bond is one are subject to redemption prior to maturity, upon published notice as hereinafter provided, (i) in part by operation of the Debt Service Account in the Bond Fund established under the Resolution to satisfy Sinking Fund Installments, on _____ 1, ____ and on each _____ 1 thereafter, at the principal amount thereof together with accrued interest to the redemption date, and (ii) otherwise, as a whole or in part, at any time, at the election of the City on or after _____ 1, ____, at the respective redemption prices (expressed as percentages of the principal amount of the bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

<u>Period During which Redeemed</u> <u>(both dates inclusive)</u>	<u>Redemption</u> <u>Price</u>

If less than all of the bonds of like maturity are to be redeemed, the particular bonds or portions of bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate.

The bonds of the issue of which this bond is one are payable upon redemption at the above mentioned offices of the Paying Agents. Notice of redemption shall be published once a week for at least three successive weeks in a newspaper or financial journal printed in the English language and published and of general circulation in the City of Orlando and in a similar newspaper or financial

journal in The City of New York, New York, respectively, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been published as aforesaid, the bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void.

The City has not pledged its faith and credit to the payment of the principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond shall not be payable from, or be a charge upon, any funds other than those pledged under the Resolution to the payment hereof. No holder of this bond shall ever have the right to compel the exercise of the taxing power of the City to pay the principal of, premium, if any, or the interest hereon, nor to enforce payment against any other property of the City, nor shall this bond, or any interest coupon appertaining hereto, constitute a charge, lien or encumbrance, legal or equitable, upon any other property of the City.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Florida or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes.

Neither this bond nor any coupons for interest thereon shall be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, THE CITY OF ORLANDO, FLORIDA has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and countersigned by the Chairman of the Greater Orlando Aviation Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, and coupons for interest, bearing and authenticated by the facsimile signatures of its Mayor and the Chairman of the Greater Orlando Aviation Authority, to be hereunto attached, all as of the ____ day of _____.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor

ATTEST: _____

City Clerk

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Chairman

[FORM OF COUPONS]

No. _____

On the _____ day of _____ (unless the bond hereinafter mentioned shall have been duly called for previous redemption and payment of the redemption price made or duly provided for) City of Orlando, Florida will pay to the bearer, but solely from the revenues and other funds pledged therefor and referred to in the bond hereinafter mentioned, at the principal offices of _____ or _____, at the option of the bearer, upon surrender of this coupon, _____ dollars (\$_____) 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, being the interest then due on its Airport Facilities Revenue Bond, _____ Series, No. _____.

Mayor of the City of Orlando,
Florida

Chairman of the Greater Orlando
Aviation Authority

[FORM OF REGISTERED BOND]

CITY OF ORLANDO, FLORIDA

AIRPORT FACILITIES REVENUE BOND, ____ SERIES

\$ _____ No. _____

The City of Orlando, Florida (herein called the "City"), a municipal corporation in the County of Orange, State of Florida, acknowledges itself indebted to, and for value received hereby promises to pay, solely from the revenues and special funds pledged therefor as hereinafter provided to _____, or registered assigns, on the first day of _____, the principal sum of _____ Dollars, and to pay solely from such revenues and special funds pledged therefor to the registered owner hereof interest on such principal sum from the date hereof at the rate of _____ per centum (____%) per annum, payable semi-annually on the first days of _____ and _____ in each year until the City's obligation with respect to the payment of such principal sum shall be discharged as provided in the Resolution hereinafter mentioned. This bond, as to principal, interest and redemption price, will be payable at the principal offices of _____, or _____ (such banks and any successors thereto being referred to herein as the "Paying Agents"), at the option of the registered owner hereof, 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.

This bond is one of a duly authorized issue of bonds of the City designated "Airport Facilities Revenue Bonds, ____ Series" (the "____ Series Bonds"), in the aggregate principal amount of \$ _____ issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City, under authority of and pursuant to Chapter 98-492, Special Laws of Florida, 1998, as amended (herein called the "Act"), and under and pursuant to a resolution of the Authority adopted June 13, 1978, entitled "Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida" and a supplemental resolution of the Authority authorizing the ____ Series Bonds (said Airport Facilities Revenue Bond Resolution as supplemented being herein called the "Resolution"). As provided in the Resolution, this bond as to principal or redemption price thereof and interest thereon are payable solely from and secured by a pledge of the revenues of the Airport System (as defined in the Resolution) owned by the City and operated by the Authority, and other funds held or set aside under the Resolution. Copies of the Resolution are on file at the offices of the City and the Authority and at the principal office of _____, as Trustee under the Resolution, or its successor as

Trustee (herein called the "Trustee"), and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the bearers or registered owners of this bond with respect thereto and the terms and conditions upon which bonds are issued and may be issued thereunder.

As provided in the Resolution, bonds of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the City, with the written consent of the holders of at least a majority in principal amount of the bonds then outstanding under the Resolution, and, in case less than all of the series of bonds would be affected thereby, with such consent of at least a majority in principal amount of the bonds of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of at least a majority in principal amount of the bonds of the particular series and maturity entitled to such sinking fund installment then outstanding; 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 under the Resolution, the consent of the holders of such bonds shall not be required and such bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the holder of such bond, or shall reduce the percentages or otherwise affect the classes of bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the above mentioned office of the Trustee by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to

the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The bonds of the issue of which this bond is one are issuable in the form of coupon bonds in the denomination of \$5,000 and in the form of registered bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000. The holder of any coupon bond or bonds may surrender the same, with all unmatured coupons attached, at the above mentioned office of the Trustee, in exchange for an equal aggregate principal amount of registered bonds, without coupons, of any of the authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Resolution. In like manner, subject to such conditions and upon the payment of such charges, the owner of any registered bond or bonds without coupons may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of coupon bonds with appropriate coupons attached, or of registered bonds without coupons of any other authorized denominations.

The bonds of the issue of which this bond is one are subject to redemption prior to maturity, upon published notice as hereinafter provided, (i) in part by operation of the Debt Service Account in the Bond Fund established under the Resolution to satisfy Sinking Fund Installments, on _____ 1, and on each _____ 1 thereafter, at the principal amount thereof together with accrued interest to the redemption date, and (ii) otherwise, as a whole or in part, at any time, at the election of the City, on or after _____, at the respective redemption prices (expressed as percentages of the principal amount of the bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period During which Redeemed (both dates inclusive)	Redemption Price

If less than all of the bonds of like maturity are to be redeemed, the particular bonds or portions of bonds to be redeemed shall be selected at random by the

Trustee in such manner as the Trustee in its discretion may deem fair and appropriate.

The bonds of the issue of which this bond is one are payable upon redemption at the above mentioned offices of the Paying Agents. Notice of redemption shall be published once a week for at least three successive weeks in a newspaper or financial journal printed in the English language and published and of general circulation in the City of Orlando and in a similar newspaper or financial journal in The City of New York, New York, respectively, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been published as aforesaid, the bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void.

The City has not pledged its faith and credit to the payment of the principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond shall not be payable from, or be a charge upon, any funds other than those pledged under the Resolution to the payment hereof. No holder of this bond shall ever have the right to compel the exercise of the taxing power of the City to pay the principal of, premium, if any, or the interest hereon, nor to enforce payment against any other property of the City, nor shall this bond, or any interest coupon appertaining hereto, constitute a charge, lien or encumbrance, legal or equitable, upon any other property of the City.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Florida or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of bonds of which this bond is one, together with all other indebtedness of City, is within every debt and other limit prescribed by said Constitution or statutes.

This bond shall not be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Orlando, Florida has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and countersigned by the Chairman of the Greater Orlando Aviation Authority and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the ____ day of _____, ____.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor

ATTEST:

**GREATER ORLANDO AVIATION
AUTHORITY**

City Clerk

By: _____
Chairman

[FORM OF VALIDATION CERTIFICATE ON ALL BONDS]

This bond is one of a series of bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Orange County, rendered on _____, ____.

Mayor of the City of Orlando,
Florida

Chairman of the Greater Orlando
Aviation Authority

[FORM OF CERTIFICATE OF AUTHENTICATION ON ALL BONDS]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds executed and delivered pursuant to the within mentioned Resolution.

Trustee

By: _____
Authorized Officer

SECTION 1302. Effective Date of Resolution. This Resolution shall become effective upon approval thereof by the City Council by proper resolution.

Airport Facilities Revenue Bond Resolution approved and adopted by Greater Orlando Aviation Authority Board on June 24, 2015.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: Frank Kuyperboer
Chairman

APPENDIX C

FORM OF PROPOSED AMENDED AND RESTATED BOND RESOLUTION

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OFFICIAL
CODIFIED
VERSION

GREATER ORLANDO AVIATION AUTHORITY

AMENDED AND RESTATED

AIRPORT FACILITIES REVENUE BOND RESOLUTION

AUTHORIZING

AIRPORT FACILITIES REVENUE BONDS

OF

CITY OF ORLANDO, FLORIDA

Adopted _____, Approved September 16, 2015

~~Does not include Amendments applicable to only one series of Bonds or amendments not yet effective. THIS OFFICIAL CODIFIED VERSION OF THE AIRPORT FACILITIES BOND RESOLUTION HAS BEEN FORMALLY ADOPTED BY THE GREATER ORLANDO AVIATION AUTHORITY AND ACCURATELY REFLECTS THE INITIAL BOND RESOLUTION, AS AMENDED THROUGH THE DATE INDICATED ABOVE.~~

GREATER ORLANDO AVIATION AUTHORITY

GREATER ORLANDO AVIATION AUTHORITY

AMENDED AND RESTATED

AIRPORT FACILITIES REVENUE BOND RESOLUTION

AUTHORIZING

AIRPORT FACILITIES REVENUE BONDS

OF

CITY OF ORLANDO, FLORIDA

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AMENDED AND RESTATED
AIRPORT FACILITIES REVENUE BOND RESOLUTION
AUTHORIZING
AIRPORT FACILITIES REVENUE BONDS
OF
CITY OF ORLANDO, FLORIDA

WHEREAS, the Greater Orlando Aviation Authority (the "Authority") adopted the Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida on June 13, 1978, as codified by the Authority on September 17, 2008, and as amended, restated and supplemented (collectively, the "Airport Facilities Revenue Bond Resolution"); and

WHEREAS, on June 24, 2015, the Authority approved certain amendments to the Airport Facilities Revenue Bond Resolution which were made pursuant to Section 1002 of the Airport Facilities Revenue Bond Resolution with the consent of the Trustee and certain other entities; and

WHEREAS, the Authority approves further amendments (the "Consent Amendments") to the Airport Facilities Revenue Bond Resolution in this Amended and Restated Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida (the "Amended and Restated Bond Resolution"); and

WHEREAS, this Amended and Restated Bond Resolution shall restate in its entirety the Airport Facilities Revenue Bond Resolution; and

WHEREAS, this Amended and Restated Bond Resolution and the Consent Amendments provided herein shall take effect as provided in Section 1302 hereof and upon the effective date hereof shall supersede all other resolutions of the Authority relating to Bonds;

BE IT RESOLVED BY THE GREATER ORLANDO AVIATION
AUTHORITY, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 101. Definitions. In this Resolution unless a different meaning clearly appears from the context:

"Accountant's Certificate" means a certificate signed by an independent certified public accountant or a firm of certified public accountants selected by the Authority, who may be the accountant or firm of accountants who regularly audit the books of the Authority.

"Accreted Value" means the accreted value of the Capital Appreciation Bonds, on the date of calculation, including the original principal amount or discounted principal value (original offering price) thereof, plus interest or principal accreted thereon to the date of calculation, as determined by reference to the accreted value tables contained or referred to in each such Bond.

"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, other than Capital Appreciation Bonds, 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. With respect to Variable Rate Bonds, the interest rate for the remainder of the then current calendar month shall, for purposes of this definition, be assumed to be the interest rate in effect as of the date of calculation.

"Act" means the Greater Orlando Aviation Authority Act, Chapter 57-1658, Special Laws of Florida 1957, as amended.

"Additional Bonds" means Bonds authenticated and delivered pursuant to Section 204, and thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 506 or 41061006.

"Additional Project" means the acquisition and construction of any additional aviation facilities for the Airport System or any additions, extensions, improvements and betterments to and reconstructions of the Airport System to be

financed, in whole or in part, from the proceeds of any Additional Bonds issued pursuant to the provisions of Section 204.

"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 Consultant" means the airport consultant or airport consulting firm or corporation at the time retained by the Authority pursuant to Section 714 to perform the acts and carry out the duties provided for such Airport Consultant in this Resolution.

"Airport Improvement and Development Plan" means the plan prepared annually and modified as necessary by the Authority, detailing all of the Authority's proposed capital additions and improvements to the Airport System for a five-year period.

"Airport System" means (i) the Orlando International Airport owned by the City and operated by the Authority, including all improvements and facilities now in existence, as said Airport may be hereafter added to, extended, improved or constructed and equipped, and (ii) any other aviation facility or airport acquired or constructed by the Authority; provided that, the Airport System shall not include Orlando Executive Airport ~~(formerly known as Herndon Airport)~~ or any additions, extensions or improvements thereto, unless (a) the Authority shall by Supplemental Resolution, expressly add Orlando Executive Airport to the Airport System, and (b) shall deliver to the Trustee (1) confirmation from each Rating Agency then maintaining a rating at the request of the Authority on any Bonds outstanding hereunder that adding Orlando Executive Airport to the Airport System will not result in a reduction or withdrawal of the credit ratings then assigned to the Bonds, and (2) the written consent of any bond insurers or other credit ~~enhancer~~provider having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder. "Airport System" shall also include Special Purpose Facilities no part of the revenue and income from which is pledged to the payment of Authority obligations. However, "Airport System" shall not include any airport or aviation facility thereafter acquired or constructed by the Authority with funds other than the proceeds of Bonds issued under the Resolution or revenues generated by the Airport System. Special Purpose Facilities shall not be part of the Airport System except as otherwise provided by Supplemental Resolution so long as Special Purpose Facility Debt is outstanding with respect to such Special Purpose Facilities.

"Annual Budget" means the annual budget of the Authority, as amended or supplemented, adopted or in effect for a particular Fiscal Year as provided in Section 716.

"Authority" means the Greater Orlando Aviation Authority created pursuant to the Act as an agency of the City, and any board or commission succeeding to the principal functions thereof or upon whom the powers conferred by the Act to said Authority shall be given by law. As used herein, the term Authority means the Greater Orlando Aviation Authority, acting on behalf of itself and the City.

"Authorized Newspapers" means both a newspaper or financial journal customarily published at least once a week, printed in the English language and of general circulation in the City, and a newspaper or financial journal customarily published at least once a day for at least five days (other than legal holidays) in each week, printed in the English language and of general circulation in The City of New York, New York.

"Authorized Officer of the Authority" means the Chairman, the Vice-Chairman, the Treasurer or the Secretary of the Board, or any other officer or employee of the Authority authorized by resolution of the Authority to perform specific acts or duties related to the subject matter of the authorization.

"Authorized Officer of the City" means the Mayor of the City, the City Clerk, or any other officer or employee of the City authorized by resolution of the City Council to perform specific acts or duties related to the subject matter of the authorization.

"Available PFC/CFC Account" has the meaning set forth in Section 727 hereof.

"Available CFC Revenues" means, for any period of time, the amount of CFCs specified in a Supplemental Resolution or other resolution duly adopted by the Board pursuant to Section 727 hereof.

"Available PFC Account" has the meaning set forth in Section 727 hereof.

"Available PFC Revenues" means, for any period of time, the amount of Passenger Facilities Charges specified in a Supplemental Resolution or other resolution duly adopted by the Board pursuant to Section 727 hereof.

"Available Revenues" means for any period of time, (i) the amount of Available PFC Revenues and Available CFC Revenues to be received by the Authority in an amount for each relevant period not to exceed 1.25 times the Debt Service accruing during such period with respect to that portion of the Bonds issued to finance PFC Projects, as allocated by a certificate of an Authorized Officer of and (ii) the amount of any other future income or revenue source not then included in the definition of "Revenues" and which the Authority— designates as "Available

Revenues" in a future Supplemental Resolution duly adopted by the Board; provided, however that any such Supplemental Resolution shall also establish a corresponding account and other functional provisions for the receipt, deposit and application of such source of income or revenue substantially similar to what is currently provided in Section 727 hereof for Available PFC Revenues and Available CFC Revenues.

"Board" means the Greater Orlando Aviation Authority Board, the governing body of the Authority.

"Bond" or "Bonds" means any bond or bonds, ~~as the case may be, and all other evidences of indebtedness~~ authenticated and delivered pursuant to the Resolution.

"Bond Fund" means the Airport Facilities Bond Fund established by Section 402.

"Bondholder," "Holder" or "Holder of Bonds" or any similar term means any person who shall be the bearer of any coupon Bond or Bonds or the registered owner of any Bond or Bonds without coupons.

"Bond Obligation" means as of the date of computation, the sum of: (i) the principal amount of all Bonds then Outstanding other than Capital Appreciation Bonds, and (ii) the Accreted Value of all Capital Appreciation Bonds then Outstanding.

"Bond Proceeds" means all amounts received on the sale of a Series of 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 Authority to perform the duties of Bond Registrar enumerated in Section 704.~~

"Capital Appreciation Bonds" means Bonds that bear interest at a compounded rate which is payable only at maturity or upon prior redemption thereof or Bonds issued at a discount from par value that bear no stated interest and appreciate in value over time.

"Capital Expenditures Fund" means the Airport Facilities Capital Expenditures Fund established by Section 402.

~~"Capitalized Interest" means the proceeds of Bonds or other moneys deposited with the Trustee or other Fiduciary, the application of which is limited by~~

the terms of the applicable Supplemental Resolution or Issuing Instrument to the payment of interest on specified Bonds for a specified period.

“City” means the City of Orlando, Florida, a municipal corporation in the County of Orange, State of Florida.

“City Council” means the City Council of the City and any successor body.

“Composite Reserve Requirement” means an amount of money or available amount under one or more Reserve Products, or a combination thereof, equal to the lesser of (i) the Maximum Aggregate Debt Service calculated with respect to all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Subaccount, (ii) 125% of the average annual Aggregate Debt Service calculated with respect to all Series of Bonds outstanding hereunder that are secured by the Composite Reserve Subaccount, or (iii) 10% of the aggregate stated principal amount of all Series of Bonds Outstanding hereunder that are secured by the Composite Reserve Subaccount; provided, however, that in determining the aggregate stated original principal amount of all Bonds Outstanding hereunder for purposes of (iii), the issue price of a Series (net of pre-issuance accrued interest) shall be substituted for the original principal stated amount of that Series if the Series was sold at either an original issue discount or premium exceeding two percent (2%) of the stated redemption price at maturity of such Series.

“Composite Reserve Subaccount” means the subaccount in the Debt Service Reserve Account established pursuant to Section 402.

“Construction Fund” means the Airport Facilities Construction Fund established by Section 402.

“Consulting Engineers” means the engineer or engineering firm or corporation at the time retained by the Authority pursuant to Section 715 to perform the acts and carry out the duties provided for such Consulting Engineers in this Resolution.

“Cost of Construction,” with respect to any Additional Project, means the Authority’s costs properly attributable to the construction or acquisition thereof, including but not limited to, the cost of acquisition by or for the Authority of real or personal property or other interest therein, costs of physical construction, and costs of the Authority incidental to such construction or acquisition, the cost of any indemnity and surety bonds and premiums on insurance during construction, engineering expenses, legal fees and expenses, cost of audits, fees and expenses of the Fiduciaries and costs of financing, administrative and general overhead and keeping accounts and making reports required by the Resolution prior to

commencement of operation of such Additional Project, amounts, if any, required by the Resolution to be paid into any Fund or Account established under the Resolution upon the issuance of any Series, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Authority (other than the Bonds) incurred for such Additional Project, costs of machinery, equipment and supplies and initial working capital and reserves required by the Authority for the commencement of operation of such Additional Project, and may include reimbursement to the Authority for any such items of Cost of Construction theretofore paid by or on behalf of the Authority and such other costs and expenses as provided by Supplemental Resolution.

“Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys (who may be counsel or of counsel to the Authority) selected by the Authority and satisfactory to the Trustee.

“Credit Provider” means, with respect to any Series of Bonds, the issuer of municipal bond insurance policy, letter of credit, surety bond or other credit facility insuring or securing all or a portion of the payment, when due, of the principal of and interest on such Series of Bonds.

“Customer Facility Charges” or “CFCs” means all amounts received by the Authority from the charges imposed by car rental companies upon car rental customers arriving at Orlando International Airport and renting a vehicle from a car rental company serving such Airport, which charges are established by the Authority by resolution, as the same may be amended from time to time, and shall be collected by the car rental companies for the benefit of the Airport System, together with any interest earnings thereon.

“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 (other than Capital Appreciation Bonds), except to the extent that such interest 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 shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment or from the date of issuance of such Series, whichever is later). Such interest and Principal Installment for such Series 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.

Except as otherwise provided herein, for purposes of calculating Debt Service with respect to Variable Rate Bonds, Variable Rate Bonds other than Taxable Bonds shall be assumed to bear interest at 125% of the Tax-Exempt Variable Rate Index as of the date of calculation and Variable Rate Taxable Bonds shall be assumed to bear interest at the Taxable Variable Rate Index as of the date of calculation.

If a Series of ~~Variable Rate~~ Bonds is subject to purchase by the Authority pursuant to a mandatory or optional tender by the holder, the "tender" date or dates shall be ignored and the stated maturity dates thereof shall be used for purposes of this calculation.

The interest rate for Variable Rate Bonds for purposes of determining the amount, if any, to be deposited into a subaccount in the Debt Service Reserve Account for such Variable Rate Bonds shall be as required by the Supplemental Resolution authorizing the issuance of such Variable Rate Bonds; provided, however, that if no other assumption is provided, the assumptions provided above shall apply.

Other than for purposes of Section 1201 hereof, if, with respect to any portion of Debt Service, the Authority enters into a Qualified Derivative Agreement providing for Qualified Derivative Payments to the Authority which are pledged to the payment of Debt Service in an amount equal to interest on a notional amount equal to the principal portion of such Debt Service (which may include the principal of all or a portion of one or more Series of Bonds), based upon a fixed rate or a variable rate index or formula different from that used to calculate interest on the principal portion of such Debt Service, then the effective synthetic rate of interest to the Authority with respect to such principal portion of Debt Service taking into account (i) the actual interest rate borne by such principal portion of Debt Service, (ii) payments to be received by the Authority pursuant to such Qualified Derivative Agreement and (iii) payment obligations of the Authority to the counterparty under such Qualified Derivative Agreement, all based upon interest on such notional amount as determined by reference to a fixed rate or variable rate index or formula, shall be used for purposes of this definition as the actual rate of interest with respect to such principal portion of Debt Service.

If two Series of Variable Rate Bonds, or one or more maturities within a Series, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Bonds taken as a whole, such composite fixed rate shall be used in determining the Debt Service with respect to such Bonds.

With respect to Designated Maturity Bonds, the unamortized principal coming due on the final maturity date thereof shall be ignored and in lieu thereof there shall be added to the Debt Service for the Bond Year in which such final

maturity occurs and to each Bond Service Year thereafter through the 30th anniversary of the issuance of such Bonds (the "Reamortization Period") the amount of substantially level principal and interest payments (assuming for such purposes such interest rate as a financial advisor selected by the Authority and having national experience in the pricing of municipal bonds shall determine is a reasonable estimate of the rate that such Designated Maturity Bonds would bear based upon such Reamortization Period and the characteristics of such Designated Maturity Bonds) that if paid in each year during the Reamortization Period would be sufficient to pay in full the unamortized portion of such Designated Maturity Bonds by such anniversary.

If moneys or Permitted Investments have been irrevocably deposited with and are held by the Trustee or another Fiduciary or Capitalized Interest has been set aside exclusively to be used to pay Debt Service on specified Bonds, then the Debt Service to be paid from such moneys, Permitted Investments, or Capitalized Interest or from the earnings thereon shall be disregarded and not included in calculating Debt Service.

If Available Revenues or moneys other than Revenues have been irrevocably committed pursuant to a Supplemental Resolution duly adopted by the Board or amounts have been actually deposited for the purpose of paying principal or interest on Bonds, then the principal or interest to be paid from Available Revenues or moneys other than Revenues which have been irrevocably committed or such amounts which have been actually deposited, including any investment earnings thereon, shall be disregarded and not included in calculating Debt Service.

If all or any portion of the interest or principal due or coming due on Bonds is paid or expected to be paid from cash subsidy payments or other similar payments made or expected to be made by the United States Treasury or other federal or State governmental entity to or on behalf of the Authority, the amount of principal or interest so paid or expected to be paid shall not be included in calculating Debt Service.

"Debt Service Account" means the Airport Facilities Debt Service Account established within the Bond Fund by Section 402.

"Debt Service Reserve Account" means the Debt Service Reserve Account established within the Bond Fund by Section 402.

"Debt Service Reserve Requirement" means, with respect to the Composite Reserve Subaccount, the Composite Reserve Requirement; and with respect to each Series of Bonds issued hereunder that is not secured by the Composite Reserve Subaccount, the amount of money, if any, or available amount of Reserve Product, if any, or any combination thereof, required by Supplemental

Resolution adopted prior to the issuance of such Series of Bonds to be maintained in the subaccount in the Debt Service Reserve Account with respect to such Series of Bonds pursuant to Section 405-1(3) hereof, as applicable, ~~which will not cause any existing rating on any Bonds or Series of Bonds Outstanding hereunder to be lowered, suspended or withdrawn,~~ and which amount shall be available for use only with respect to such Series of Bonds.

“Depository” means any bank or trust company qualified under Section 601, selected by the Authority pursuant to the Resolution and approved in writing by the Trustee as a depository of moneys and securities held under the provisions of the Resolution, and may include the Trustee.

“Designated Maturity Bonds” means Bonds of a Series designated as such by Supplemental Resolution adopted in connection with the issuance thereof, for which either (i) no serial maturities or Sinking Fund Installments prior to the maturity thereof have been established, or (ii) the aggregate of such serial maturities and Sinking Fund Installments that have been established is less than the amount necessary to amortize such Bonds on a substantially level debt service basis.

“Discretionary Fund” means the Airport Facilities Discretionary Fund established by Section 402.

“Event of Default” shall have the meaning given to such term in Section 801.

~~“Exempt Costs” means amounts qualifying as costs of exempt facilities under Section 103(b)(4) of the Internal Revenue Code of 1954, as amended and the Treasury Regulations in effect thereunder, which are properly chargeable to the exempt facility’s capital account or would be so chargeable with a proper election by the Authority or would have been so chargeable but for an election to treat such amounts as current expenses.~~

“FAA” means the Federal Aviation Administration, or any successor agency of the Federal Government performing the same or similar functions.

“FAA Regulations” means 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.

“Fiduciary” means the Trustee, Special Trustee and any Paying Agent, or any or all of them as may be appropriate.

“Fiscal Year” means the then current annual accounting period of the Authority for its general accounting purposes which period, at the time of the

adoption of the Resolution, is the period of twelve consecutive calendar months ending with the last day of September of any year.

“Fitch” means Fitch Investors Service, L.P., a limited partnership organized and existing under the laws of the State of New York, its successors and assigns and, if such entity shall no longer perform the function of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally-recognized securities rating agency designated by the Authority, by notice to the Trustee.

“Improvement and Development Fund” means the Airport Facilities Improvement and Development Fund established by Section 402.

“Insurance Consultant” shall have the meaning specified in Section 712 hereof.

“Investment Securities” means any of the following securities, if and to the extent the same are at the time legal for investment of moneys and funds held under the Resolution:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any federal agency to the extent such obligations are unconditionally guaranteed by the United States of America (“United States Obligations”);

(ii) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Banks, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Association;

(iii) New Housing Authority Bonds issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(iv) negotiable certificates of deposit issued by any bank or trust company organized under the laws of any state of the United States or any national banking association (including

any Depositary or Paying Agent), provided that such certificates of deposit must be purchased directly from such bank, trust company or national banking association and must be either (a) continuously and fully insured by the Federal Deposit Insurance Corporation, or (b) continuously and fully secured by such securities as are described in clauses (i) through (iii), inclusive, above which have a market value (exclusive of accrued interest) at all times at least equal to the principal amount of such certificates of deposit and are lodged with any Federal Reserve Bank, as custodian, by the bank, trust company or national banking association issuing such certificate of deposit. Additionally, the bank, trust company or national banking association issuing each such certificate of deposit required to be so secured must furnish the Authority with an undertaking satisfactory to the Authority that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount equal to the principal amount of each such certificate of deposit;

(v) any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association secured by any one or more of the securities described in clauses (i), (ii) or (iii) above;

(vi) pre-refunded obligations of any state or of any agency, instrumentality or local governmental unit of any such state meeting the following conditions:

(A) the obligations are not to be redeemed prior to maturity or the fiduciary for such obligations has been given irrevocable instructions concerning their calling and redemption;

(B) the obligations are secured by cash or United States Obligations that may be applied only to interest, principal and redemption premium payments of such obligations;

(C) the principal of and interest on the United States Obligations (plus any cash in the escrow fund) have been verified by an independent certified public accountant as being sufficient to pay the principal of, redemption premium, if any, and interest on such obligations on the maturity dates or redemption dates

specified in the irrevocable instructions referred to in clause (A) above;

(D) the United States Obligations and cash serving as security for the obligations are held by an escrow agent or trustee;

(E) the United States Obligations and cash are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(F) the obligations are rated in the highest rating category by Moody's and S&P;

(vii) units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to applicable state law as a legal depository of public moneys;

(viii) commercial paper rated in the highest category by S&P and Moody's, at the time of purchase, at a minimum of "Prime-1" by Moody's and "A-1" or better by S&P (prime commercial paper) or equivalent ratings by two Rating Agencies;

(ix) interest-bearing time deposits or savings accounts in banks organized under the laws of Florida, in national banks organized under the laws of the United States and doing business and situated in Florida, in savings and loan associations located in Florida and organized under federal law and under federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;

(x) direct general obligations of any state of the United States of America or any political subdivision, agency or municipality thereof whose unsecured, uninsured or unguaranteed general obligation debt is rated, at the time of purchase, "A" or better by Moody's and "A" or better by S&P, or any obligation fully and unconditionally guaranteed by any such state, political subdivision or agency whose unsecured, uninsured and unguaranteed general obligation debt is rated at the time of purchase, "A" or better by Moody's and "A" or better by S&P;

(xi) tax-exempt revenue bond obligations of any state of the United States of America or any political subdivision, agency, municipality or governmental unit thereof rated at the time of purchase at least "Aa" by Moody's and at least "AA" by S&P;

(xii) any certificates, receipts or similar instruments ("Certificates") which were issued by or pursuant to a trust or similar arrangement and which evidence ownership or the right to receive payments of principal or interest or any securities (a) issued by a state of the United States of America or any political subdivision, agency, municipality or governmental unit thereof and (b) meeting the requirements set forth in clauses (iii), (vi), (x) or (xi) above ("Municipal Securities"), which Municipal Securities are held pursuant to such trust or similar agreement for the benefit of the holders of such Certificates; provided, however, that the holders of such Certificates are entitled to rely on an opinion of counsel rendered by a nationally recognized tax counsel that interest received on the Certificates by such holders is excluded from gross income for federal income tax purposes under the Code and is not treated as an item of tax preference for purposes of the alternative minimum tax and is not subject to any similar tax under the Code, unless all tax-exempt bonds are subject to such tax; and

(xiii) such other investments as the Authority is permitted to make with general funds of the Authority.

"Issuing Instrument" means, with respect to Subordinated Indebtedness and Secondary Subordinated Indebtedness described in Section 414 hereof, the indenture, trust agreement, loan agreement, lease, installment purchase agreement, revolving credit agreement, or other instrument or agreement pursuant to which such obligations are issued or incurred.

"Maturity Amount" means the amount payable at maturity of a Capital Appreciation Bond consisting of the original principal amount thereof or discounted principal value (original offering price) and interest or principal accreted thereon to the maturity date thereof, as determined by reference to the accreted value tables contained or referred to in such Bond.

"Maximum Aggregate Debt Service" means, as of any date of calculation, an amount equal to the greatest amount of Aggregate Debt Service for the current or any future Fiscal Year.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns and, if such corporation shall no longer perform the function of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally-recognized securities rating agency designated by the Authority, by notice to the Trustee.

"Net Revenues" means the Revenues less Operation and Maintenance Expenses.

"Operation and Maintenance Expenses" means the Authority's expenses for operation, maintenance, repairs, ordinary replacement and ordinary reconstruction of the Airport System and shall include, without limiting the generality of the foregoing, administrative expenses, insurance premiums, legal and engineering expenses, payments to pension, retirements, group life insurance, health and hospitalization funds, or other employee benefit funds, and any other expenses required to be paid by the Authority under the provisions of this Resolution or by law or consistent with standard practices for airports similar to the properties and business of the Airport System and applicable in the circumstances, the expenses, liabilities and compensation of the Fiduciaries required to be paid under this Resolution and all to the extent properly attributable to the Airport System. "Operation and Maintenance Expenses" shall not include any capital ~~cost~~ ~~or any allowance for expense~~, depreciation ~~expense~~, or any ~~other operation or maintenance costs for expense~~ Facilities; provided, however, that "Operation and Maintenance Expenses" shall include operation and maintenance costs incurred by the Authority with respect to any Special Purpose ~~Facilities no part of the revenue and income from which is pledged to the payment of Authority obligations~~ Facility Debt or funded by any source other than Revenues.

"Operation and Maintenance Fund" means the Airport Facilities Operation and Maintenance Fund established by Section 402.

"Operation and Maintenance Reserve Account" means the Operation and Maintenance Reserve Account established within the Operation and Maintenance Fund by subsection 3 of Section 408.

"Original Proceeds" means ~~net amounts (after payment of all issuance expenses and underwriter's discount) received by the Authority on the sale and delivery of a Series of Bonds~~.

"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 Resolution except (a) any Bond cancelled at or before said date, (b) any Bond (or portion of Bonds) for the payment or redemption of which moneys equal to the principal amount (or, with respect to

Capital Appreciation Bonds, Maturity 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 one or more of the Fiduciaries 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 V or provision satisfactory to the Trustee shall have been made for the giving of such notice, (c) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to Article III or Section 506 or Section ~~1106~~1006, and (d) any Bond deemed to have been paid as provided in subsection 2 of Section 1201.

"Paying Agent" means any bank or trust company designated by the Authority as paying agent for the Bonds of any Series, and its successor or successors hereafter appointed in the manner provided in the Resolution. Notwithstanding any provisions hereof to the contrary, the Authority may serve as Paying Agent for a Series of Bonds.

"PFC Account" means the PFC Account established in the Discretionary Fund by Section 402.

"PFCs" or "Passenger Facility Charges" means the passenger facility charges authorized to be charged by the Authority pursuant to the Aviation Safety and Capacity Expansion Act of 1990, as amended (now codified in Section 40117 of the United States Code), and Section 158.5 of the Federal Aviation Regulations (Title 14, Code of Federal Regulations, Part 158).

"PFC Projects" means Additional Projects for which the Authority is authorized to impose and use PFCs, as confirmed by a Counsel's Opinion.

"PFC Revenues" means amounts derived by the Authority from the imposition of PFCs, exclusive of the amounts retained by the air carriers collecting the PFCs pursuant to Section 158.53 of the Federal Aviation Regulations (Title 14, Code of Federal Regulations, Part 158).

"Pledged Funds" means (1) proceeds of the sale of Bonds, (2) the Revenues, (3) all moneys and investments on deposit in all funds, accounts and subaccounts established by the Resolution (excluding any fund established to pay rebatable arbitrage), provided moneys in a subaccount of the Debt Service Reserve Account shall secure only the Series of Bonds designated by Supplemental Resolution to be secured by such subaccount, and (4) any Available Revenues, provided such Available Revenues shall secure only the Series of Bonds to which they are pledged pursuant to a Supplemental Resolution.

"Principal Installment" means, as of any 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 (other than the Capital Appreciation Bonds) and the Maturity Amount of the Capital Appreciation Bonds of such Series, in each case, due on a certain future date for which no Sinking Fund Installments have been established, or (ii) the unsatisfied balance (determined as provided in subsection 5 of Section 411 or Section 504) 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, or Accreted Value with respect to Capital Appreciation Bonds, 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 amount of Bonds other than Capital Appreciation Bonds and the Maturity Amount of Capital Appreciation Bonds and of such unsatisfied balance of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any, for such Bonds.

"Qualified Derivative Agreement" means an agreement such as an interest rate swap, collar, cap, or other functionally similar agreement the purpose of which is to manage the effective interest cost on the Authority's outstanding debt, between the Authority and a counterparty whose long-term unsecured debt is at all times rated at least "A" or the equivalent by S&P and "A2" or the equivalent by Moody's, creating Qualified Derivative Payments and designated by the Authority as a Qualified Derivative Agreement for purposes of this Airport Facilities Revenue Bond Resolution. In the event the credit rating of the counterparty to a Qualified Derivative Agreement is reduced below such rating categories, such agreement shall no longer constitute a Qualified Derivative Agreement for purposes hereof.

"Qualified Derivative Payment" means a payment to the Authority by a counterparty pursuant to a Qualified Derivative Agreement, the amount of which is equal to interest on a notional amount, based upon a fixed rate or a variable rate index or formula.

"Qualified Self Insurance" shall have the meaning specified in Section 712 hereof.

"Rating Agency" means as of any time, and to the extent it is then providing or maintaining a rating on Bonds outstanding hereunder at the request of the Authority, Fitch, Moody's, S&P, or any other nationally recognized ~~rating agency~~statistical ratings organization.

"Redemption Price" means, with respect to any Bond, the principal amount or, with respect to Capital Appreciation Bonds, the Accreted Value to the redemption date of such Bond, plus (in either case) the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered pursuant to Section 205, and thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 506 or ~~1106~~1006.

"Renewal and Replacement Fund" means the Airport Facilities Renewal and Replacement Fund established by Section 402.

"Released Revenues" means a category of income, receipts and other revenues of the Authority which are excluded from the definition of "Revenues" pursuant to Section 416.

"Reserve Product" means bond insurance, a surety bond or a letter of credit or other credit facility used in lieu of a cash deposit in the Composite Reserve Subaccount or any other subaccount in the Debt Service Reserve Account and meeting the terms and conditions of Section 405-1(3) of this Resolution, as applicable.

"Reserve Product Provider" means a bond insurance provider or a bank or other financial institution providing a Reserve Product, whose bond insurance policies insuring, or whose letters of credit, surety bonds or other credit facilities securing, the payment, when due, of the principal of and interest on bond issues by public entities, at the time such Reserve Product is obtained, results in such issues (as of the date such Reserve Product is delivered) being rated in one of the two highest full rating categories by each of the Rating Agencies; provided, however, that nothing herein shall require the Authority to obtain a rating on any Bonds issued under this Resolution.

"Resolution" means this Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida, as the same may from time to time be amended or supplemented by a Supplemental Resolution in accordance with the terms hereof and as the same may be amended and restated from time to time, including by the Amended and Restated Bond Resolution, approved on September 16, 2015.

"Revenue Fund" means the Airport Facilities Revenue Fund established by Section 402.

"Revenues" means

(i) all income and revenues from all sources, collected or received by the Authority in the operation of the Airport System, including without limitation except as herein expressly provided, all rentals, charges, landing fees, use charges and concession revenue received by or on

behalf of the Authority in its capacity as the operator of the Airport System in connection with the operation, improvement and enlargement of the Airport System, or any part thereof;

(ii) all gifts, grants, reimbursements or payments received from governmental units or public agencies for the Airport System's benefit which are: ~~(a) not restricted in application to a special purpose, and (b) otherwise lawfully available for the payment of charges~~ debt service with respect to the any Bonds, Subordinated Indebtedness and Secondary Subordinated Indebtedness, or payment of Operation and Maintenance Expenses;

(iii) income received on any investment of moneys held pursuant to the Resolution and paid into the Revenue Fund pursuant to the terms of the Resolution; and

~~(iv) Available PFC Revenues for the applicable period.~~

(iv) amounts received or owed from the sale or provision of supplies, materials, goods and services provided by or made available by the Authority, including rental or business interruption insurance proceeds, received by, held by, accrued to or entitled to be received by the Authority or any successor thereto from the possession, management, charge, superintendence and control of the Airport System and its related facilities or activities and undertakings related thereto or from any other facilities wherever located with respect to which the Authority receives payments which are attributable to the Airport System or activities or undertakings related thereto; and

(v) Special Purpose Facility Revenues, to the extent designated as Revenues by Supplemental Resolution.

The term "Revenues" shall not include:

(a) any revenue or income from Orlando Executive Airport or any additions, extensions or

improvements thereto unless Orlando Executive Airport is added to the Airport System as provided in the definition of "Airport System." "Revenues" shall include the revenue or income from Special Purpose Facilities but only to the extent such revenue or income is not pledged to the payment of obligations of the Authority issued to finance such Facilities. The term "Revenues" shall include PFC Revenues only to the extent they constitute Available PFC Revenues for the applicable period."

(b) all gifts, grants, reimbursements or payments received from governmental units or public agencies for the Airport System's benefit which are not lawfully available for the payment of Operation and Maintenance Expenses or payment of debt service with respect to any Bonds, Subordinated Indebtedness and Secondary Subordinated Indebtedness;

(c) insurance proceeds, to the extent used by the Authority to repair or replace damaged property or to the extent the use of such proceeds is restricted by the terms of the policy under which they are paid to a use inconsistent with the payment of Operation and Maintenance Expenses or the payment of debt service with respect to Bonds, Subordinated Indebtedness and Secondary Subordinated Indebtedness;

(d) any Transfers;

(e) any Released Revenues;

(f) any unrealized gains on securities held for investment by or on behalf of the Authority;

(g) any gains resulting from changes in valuation of any Qualified Derivative Agreement;

(h) any unrealized gains from the write-down, reappraisal or revaluation of assets;

(i) the proceeds of Bonds, Subordinated Indebtedness and Secondary Subordinated Indebtedness;

(j) Passenger Facility Charges;

(k) Customer Facility Charges;

(l) investment income derived from any moneys or securities which may be placed in escrow or trust to defease Bonds, Subordinated Indebtedness or Secondary Subordinated Indebtedness;

(m) Subordinated Pledged Revenues;

(n) cash subsidy payments or similar payments made by the U.S. Treasury or other federal or State governmental entity to or on behalf of the Authority for payment coming due on the Bonds or any portion thereof;

(o) any arbitrage earnings which are required to be paid to the United States of America pursuant to Section 148 of the Code;

(p) interest earnings or other investment earnings on any Account in the Construction Fund established by any Supplemental Resolution unless otherwise provided in such Supplemental Resolution; and

(q) Special Purpose Facility Revenues, except as otherwise provided by Supplemental Resolution.

"Secondary Subordinated Indebtedness" means any evidence of debt referenced in, and complying with the provisions of, Section 414.

"Series" means all Bonds, including Additional Bonds, 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 Article III or Section 506, or Section 41061006, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions.

"Sinking Fund Installment" means, an amount so designated which is established pursuant to paragraph (2)(h) of subsection 1 of Section 202.

"Special Purpose Facilities" means any capital improvements or facilities acquired or constructed by the Authority from funds other than Revenues or obligations payable from Revenues and located or to be located on any property included under the definition of Airport System specifically designated as such by the Authority pursuant to Section 722 hereof.

"Special Purpose Facility Debt" means any evidence of debt referred to in, and complying with the provisions of, Section 722 hereof.

"Special Purpose Facility Revenues" means (i) the revenues, income, rentals, payments or other charges arising from, or generated by or to be derived by the Authority with respect to, one or more Special Purpose Facilities which are pledged to secure Special Purpose Facility Debt, and (ii) moneys on deposit in the Discretionary Fund, Subordinated Pledged Revenues or contractual payments made or received by the Authority which the Authority has either pledged or agrees may be pledged by the owner, operator or user of one or more Special Purpose Facilities to secure Special Purpose Facility Debt.

"Special Trustee" means the special trustee appointed pursuant to Article IX, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

"Standard & Poor's" or "S&P" means Standard & Poor's, a Division of The McGraw-Hill Companies, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority, by notice to the Trustee.

"Subordinated Indebtedness" means any evidence of debt referred to in, and complying with the provisions of, Section 414.

"Subordinated Pledged Revenues" means, with respect to Subordinated Indebtedness described in Section 414 hereof, or Secondary Subordinated Indebtedness, such moneys, revenues and income which shall be pledged to payment of such Subordinated Indebtedness or Secondary Subordinated Indebtedness, other than Revenues.

"Supplemental Resolution" means any resolution of the Authority amending or supplementing the Resolution and adopted and becoming effective in accordance with the terms of Article X.

"Supplemental Revenues" means any source of funds not constituting Revenues hereunder irrevocably pledged to the payment of debt service on one or more series of Bonds outstanding hereunder by Supplemental Resolution and with respect to which there has been delivered to the Trustee (a) an opinion of Bond Counsel to the effect that the pledging of such source of Supplemental Revenues shall not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Bonds outstanding hereunder that are not Taxable

Bonds, (b) the written consent of any bond insurer or other credit enhancer having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder, and (c) confirmation from the Rating Agencies that the pledging of such source of Supplemental Revenues will not result in the reduction or withdrawal of the credit ratings assigned to the Bonds, or, if unrated and non credit enhanced, then consent of the owners of not less than a majority of such unrated, non credit enhanced Bond Obligation.

"Tax-Exempt Bonds" shall have the meaning provided in Section 728 hereof.

"Tax-Exempt Variable Rate Index" means the average of the PSA Municipal Swap Index for the twelve (12) months preceding the date of calculation, or, in connection with the issuance of Bonds, the twelve (12) calendar months preceding the date of pricing of the Bonds to be issued, or, if such index is no longer published, the Tax Exempt Variable Rate Index shall be determined in accordance with such formula or index or in such manner as the Authority shall in good faith determine will provide substantially the same rate and, if the Authority has Bonds outstanding hereunder rated by the Rating Agencies, then with respect to which the Authority receives confirmation from such Rating Agencies that the calculation of the Tax Exempt Variable Rate Index in such manner will not result in a reduction or withdrawal of the then applicable rating on the Bonds.

"Taxable Bonds" means Bonds the interest on which is not intended at the time of the issuance thereof to be excluded from the gross income of the owners thereof for federal income tax purposes.

"Taxable Bonds" shall have the meaning provided in Section 728 hereof.

"Taxable Variable Rate Index" means the average yield on 30-day United States Treasury Bills for the twelve (12) calendar months preceding the date of calculation, or, in connection with the issuance of Bonds, the twelve (12) calendar months preceding the date of pricing of the Bonds to be issued, plus fifty (50) basis points.

"Transfer" shall have the meaning provided in Section 711 hereof.

"Trustee" means the trustee appointed pursuant to Article IX, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to the Resolution.

"Variable Rate Bonds" means Bonds issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the remaining term thereof.

SECTION 102. Authority for this Resolution. This Airport Facilities Revenue Bond Resolution is adopted pursuant to the provisions of the Act.

SECTION 103. Resolution to Constitute Contract. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Authority with the Holders of the Bonds and shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of the Bonds and the coupons appertaining thereto; and the pledge made in this Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for equal benefit, protection and security of the Holders of any and all of the Bonds and coupons appertaining thereto, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds or coupons appertaining thereto over any other thereof except as expressly provided in or pursuant to this Resolution.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 201. Authorization of Bonds.

1. This Resolution creates an issue of Bonds of the City to be designated as "Airport Facilities Revenue Bonds" which may be issued in one or more Series as hereinafter provided. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under the Resolution is not limited except as is or may hereafter be provided in the Resolution or as limited by law.

2. The Bonds may, if and when authorized by the Authority pursuant to this Resolution or one or more Supplemental Resolutions, be issued in one or more Series, with such further appropriate particular designations added to or incorporated in such title for the Bonds of any particular Series, as the Authority may determine and as may be necessary to distinguish such Bonds from the Bonds of any other Series. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

3. Nothing contained in the Resolution shall be deemed to preclude or restrict the consolidation pursuant to a Supplemental Resolution of any Bonds of two or more separate Series authorized pursuant to such Supplemental Resolution to be issued pursuant to any of the provisions of Sections 202, 203, 204 and 205 into a single Series of Bonds for purposes of sale and issuance; provided that each of the tests, conditions and other requirements contained in Sections 202, 203, 204 and 205 as applicable to each such separate Series shall be met and complied with.

Except as otherwise provided in this subsection or in such Supplemental Resolution, such a consolidated Series shall be treated as a single Series for all purposes of the Resolution.

SECTION 202. General Provisions for Issuance of Bonds.

1. All (but not less than all) the Bonds of each Series shall be executed by the City and countersigned by the Authority for issuance under the Resolution and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority 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 Officer of the Authority;

(2) In the case of each Series of Bonds or Refunding Bonds, a copy or copies of the Supplemental Resolution or Supplemental Resolutions authorizing such Bonds and determining (or delegating to one or more Authorized Officers authorization to determine) the terms and details thereof, certified by an Authorized Officer of the Authority, which shall specify (or delegate authority to one or more Authorized Officers to specify):

(a) The authorized principal amount, designation and Series of such Bonds;

(b) The purposes for which such Series of Bonds is being issued, which shall be (i) one or more of the purposes specified in Sections 203 or 204, or (ii) the refunding of Bonds or certain other obligations as provided in Section 205;

(c) The date, and the maturity date or dates, of the Bonds of such Series, provided that each maturity date shall fall upon an interest payment date;

(d) The interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, which rate or rates may include variable, adjustable, convertible, auction reset or other rates, original issue discounts, Capital Appreciation Bonds and zero coupon bonds, and the interest payment dates, if any, therefor;

(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 in the case of Capital~~

~~Appreciation Bonds, \$5,000 Maturity Amounts) or any integral multiple thereof as authorized by such Supplemental Resolution;~~

(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;

(g) The Redemption Price or Prices, if any, and subject to Article V, 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 Authority, the provisions for the sale of the Bonds of such Series;

(j) The forms of the Bonds of such Series, of the coupons to be attached to the coupon Bonds of such Series and of the Trustee's certificate of authentication;

(k) The provisions for the applications of proceeds of such Series of Bonds;

(l) A designation as whether such Series of Bonds shall be secured by the Composite Reserve Subaccount, a separate subaccount in the Debt Service Reserve Account, or no debt service reserve, and, if secured by a separate subaccount in the Debt Service Reserve Account, the Debt Service Reserve Requirement with respect thereto;

(m) The terms, if any, upon which the holder of such Bond may elect, or may be required, to tender such Bonds for purchase by the Authority or its designated agent; and

(n) A copy of a resolution of the City Council, certified by the City Clerk, approving the issuance of the Bonds to be authenticated.

(3) The amount, if any, necessary, for deposit in the Debt Service Reserve Account in the Bond Fund so that such Account shall equal the applicable Debt Service Reserve Requirement calculated immediately after the authentication and delivery of such Series of Bonds;

(4) Except in the case of Refunding Bonds issued for purposes of refunding Outstanding Bonds, a certificate executed by an Authorized Officer of the Authority and an Authorized Officer of the City stating that neither the Authority nor the City is in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Resolution;

(5) A Counsel's Opinion to the effect that (i) the Authority has the right and power under the Act to adopt the Resolution and the Resolution has been duly and lawfully adopted by the Authority and approved by the City Council, is in full force and effect and is valid and binding upon the Authority and the City, and is enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and no other authorization for the Resolution is required; (ii) the Resolution creates the valid pledge which it purports to create of the moneys, securities and Funds held or set aside under the Resolution and of all Revenues, subject in each case to the application thereof to the purposes and on the conditions permitted by the Resolution; and (iii) the Bonds of such Series are valid and binding limited obligations of the City as provided in the Resolution, and are enforceable in accordance with their terms and the terms of the Resolution (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights) and entitled to the benefits of the Resolution and of the Act, as amended to the date of such Opinion, and such Bonds have been duly and validly authorized and issued in accordance with law, including the Act, as amended to the date of such Opinion, and in accordance with the Resolution;

(6) Such further documents, moneys and securities as are required by the provisions of Sections 203, 204 or 205 or Article X or any Supplemental Resolution adopted pursuant to Article X.

2. After the original issuance of Bonds of any Series, except as otherwise provided by Supplemental Resolution, no Bonds of such Series shall be

issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Sections 506 or ~~1106~~1006.

SECTION 203. ~~[Deleted]~~.

SECTION 204. Additional Bonds.

1. ~~[Deleted]~~

2. One or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying the Cost of Construction of any Additional Project. The Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it from the Authority (in addition to the documents and moneys required by Section 202) of the following documents:

(1) ~~A certificate of an (a) An Authorized Officer of the Authority setting forth (i) for or an Airport Consultant has provided a certificate stating that Net Revenues and any period of Subordinated Pledged Revenues for either the most recent Fiscal Year for which audited financial statements of the Airport System are available or any 12 consecutive calendar months out of the 30 calendar most recent 24 consecutive months next immediately preceding the authentication and delivery of such Series, the Net Revenues for such 12 month period, (ii) the Supplemental Revenues, if any (month of issuance of the proposed Additional Bonds would be sufficient if the same amount were received over the next three full Fiscal Years, to satisfy the rate covenant set forth in Section 711 hereof (provided Subordinated Pledged Revenues shall not to exceed 1.25 times the Aggregate Debt Service in such Fiscal Year he utilized in determining compliance with respect to the provisions of Section 711.2 hereof), when considering the projected Aggregate Debt Service on such proposed Additional Bonds for each Series of Bonds secured by such Supplemental Revenues), for such 12 month period, and (iii) the Aggregate Debt Service of the Outstanding Bonds (next three full Fiscal Years following issuance of the Additional Bonds, or each of the next two full Fiscal Years from the issuance of the Additional Bonds during which there is no Capitalized Interest funded from proceeds of such Additional Bonds, whichever is later, including the Aggregate Debt Service with respect to each series of Bonds secured by Supplemental Revenues), for during such 12 month period, and demonstrating Fiscal Years on such proposed Additional Bonds; or~~

(b) An Airport Consultant has provided a certificate stating that for such 12 month period, based upon assumptions the

Airport Consultant deems reasonable, projected Net Revenues, plus and any Supplemental Subordinated Pledged Revenues, will be sufficient to satisfy the rate covenant set forth in Section 711 hereof (provided Subordinated Pledged Revenues in an amount shall not to exceed 1.25 times the be utilized in determining compliance with the provisions of Section 711.2 hereof), when considering the projected Aggregate Debt Service on the Series of such proposed Additional Bonds secured thereby, equalled at least for each of the next three full Fiscal Years following issuance of the Additional Bonds, or each of the next two full Fiscal Years from issuance of the Additional Bonds during which there is no Capitalized Interest funded from proceeds of such Additional Bonds, whichever is later, including Aggregate Debt Service during such Fiscal Years on such proposed Additional Bonds.

For purposes of 1(a) above, the Authority or Airport Consultant shall be allowed to adjust Revenues for earnings arising from any increase in the rates, charges and fees for the use of the Airport System which has become effective prior to the issuance of such proposed Additional Bonds but which, during the Fiscal Year or 12-month period utilized by the Authority for purposes of 1.25 times the (a) above, was not in effect for the entire Fiscal Year or 12-month period under consideration, in an amount equal to the amount by which the Revenues would have been increased if such increase in rates, charges and fees had been in effect during the whole Fiscal Year or 12-month period under consideration, as determined by an Authorized Officer of the Authority or Airport Consultant.

For purposes of 1(b) above, in estimating Revenues, the Airport Consultant may take into account (i) Revenues from new Airport System facilities or other new capital improvements reasonably expected to become available during the period for which the estimates are provided, (ii) any increase in fees, rates, charges, rentals or other sources of Revenues which has been approved by the Board and will be in effect during the period for which the estimates are provided, or (iii) any other increases in Revenues which the Airport Consultant believes to be a reasonable assumption for such period. With respect to Operation and Maintenance Expenses, the Airport Consultant shall use such assumptions as such Airport Consultant believes to be reasonable, taking into account: (a) historical Operation and Maintenance Expenses, (b) Operation and Maintenance Expenses associated with the capital improvements to be funded with the proceeds of the Additional Bonds proposed to be issued and any other new capital improvements and Airport System facilities, and (c) such other factors, including inflation and changing operations or policies of the Authority, as the Airport Consultant believes to be appropriate. The Airport Consultant shall include in such certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Revenues and shall also set forth

the calculations of Aggregate Debt Service of the Outstanding Bonds; which calculations may be based upon information provided by the Authority.

(2) A reportFor purposes of preparing the Consulting Engineers setting forth (i) the estimated substantial completion and placed in service date for the Additional Project for which such Series of Additional Bonds is being issued and for any other uncompleted Project, and (ii) an estimate of the Cost of Construction of such Additional Project and of any other uncompleted Project and any other Additional Project (an "Anticipated Additional Project") as to which the Authority expresses, by a certificate of an or certificates described above, the Authorized Officer of the Authority, its intention and reasonable expectation to undertake prior to the end of the Fiscal Year following the Fiscal Year in which the completion date described in clause (i) is estimated to occur by the Consulting Engineers; and

(3) A report of the or 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 substantially completed and placed in service pursuant to clause (i) of paragraph (2) above, estimates, taking into account the effect of any Anticipated Additional Project, of (i) Net Revenues, and Supplemental Revenues, if any, (ii) amounts to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund, and (iii) the Aggregate Debt Service (including Aggregate Debt Service for each Series of Bonds secured by Supplemental Revenues) of Outstanding Bonds, and, as estimated by, as applicable, may rely upon financial statements prepared by the Authority which have not been subject to audit by an independent certified public accountant or firm of independent certified public accountants if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Authority, shall certify as to their accuracy and that such financial statements were prepared substantially in accordance 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 of such Additional Project and any other uncompleted Project and any Anticipated Additional Project) will be required to complete payment of the Cost of Construction of such Additional Project and any other uncompleted Project and any Anticipated Additional Project, for each of the three (3) Fiscal Years following the Fiscal Year in which the Additional Project is estimated by the Consulting Engineers to be completed as provided in clause (i) of paragraph (2) above, and demonstrating that the estimated Net Revenues in each of the Fiscal Years set forth in clause (i) above less the sum of the amounts to be deposited in certain funds and accounts in each such Fiscal Year set forth in clause (ii) above, and plus the estimated Supplemental Revenues in

each of the Fiscal Years set forth in clause (i) above, not to exceed in any such Fiscal Year an amount equal to 1.25 times the Aggregate Debt Service in such Fiscal Year with respect to each Series of Bonds secured by such Supplemental Revenues, is at least equal to 1.25 times the Aggregate Debt Service of the Outstanding Bonds for the corresponding Fiscal Year as set forth in clause (iii) abovegenerally accepted accounting principles.

3Neither of the certificates described under 1(a) or 1(b) above shall be required if the proceeds of Additional Bonds being issued will be used to pay costs of completing the construction of an Additional Project for which Bonds have previously been issued and the principal amount of such Additional Bonds being issued for completion purposes does not exceed an amount equal to 10% of the principal amount of the Bonds originally issued for such Additional Project as shown in a written certificate of an Authorized Officer of the Authority and there is provided (i) a certificate of an Authorized Officer of the Authority or an Airport Consultant stating that the nature and purpose of such Additional Project has not materially changed and that the proceeds of such Additional Bonds plus any other moneys in the Construction Fund available to pay the Costs of Construction of such Additional Project are expected to be sufficient to pay the Costs of completing the Construction of the Additional Project, and (ii) a certificate of an Authorized Officer of the Authority to the effect that (a) all proceeds (including investment earnings on amounts in the Construction Fund allocable to such Additional Project) of the Bonds issued to finance such Additional Project have been or will be used to pay Costs of Construction of the Additional Project, indicated the amount of such proceeds and investment earnings; and (b) the then estimated Costs of the Construction of the Additional Project.

2. The proceeds, including accrued interest, of the Additional Bonds of each Series shall be applied simultaneously with the delivery of such Bonds in accordance with the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof.

43. The Supplemental Resolution authorizing a Series of Additional Bonds may provide that the holder of any Bond of such Series may demand payment of principal and interest from the Authority within a stated period after delivering notice to a designated agent for the Authority and providing a copy of the notice with the tender of the Bond to such agent and may provide that under certain circumstances the Holder thereof may be required to tender its Bond for purchase. The designated agent for the Authority, in accordance with the terms of a remarketing or replacement agreement, may provide for the resale or redelivery of the Bonds on behalf of the Authority at a price provided for in the agreement. If the Bonds shall not be resold or redelivered within a stated period, the agent for the Authority may be authorized to draw upon a previously executed credit or liquidity agreement between the Authority and one or more banks or other financial or

lending institutions permitting the Authority to borrow for payment of the purchase price of the Bonds to which such credit agreement shall pertain. The particular form or forms of such demand provisions, the period or periods for payment of principal and interest after delivery of notice, the appointment of the agent for the Authority, the terms and provisions of the remarketing or replacement agreement, and the terms and provisions of the credit or liquidity agreement shall be as designated by a Supplemental Resolution of the Authority adopted prior to the sale of the applicable Series of Bonds.

Unless otherwise provided by Supplemental Resolution adopted prior to the issuance of the applicable Series of Bonds, a purchase of Bonds by or through a remarketing agent, trustee, auction agent, credit facility provider or the Authority pursuant to an optional or mandatory tender shall not be deemed a redemption of such Bonds and will not be deemed to extinguish or discharge the indebtedness evidenced by such Bonds. Any Bonds purchased by or on behalf of the Authority pursuant to an optional or mandatory tender shall be purchased with the intent that the indebtedness evidenced by such Bonds shall not be extinguished or discharged; such indebtedness shall not be extinguished or discharged and such Bonds shall remain outstanding hereunder unless and until such Bonds are delivered to the Trustee or Paying Agent therefor for cancellation.

SECTION 205. Refunding Bonds.

1. One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund (a) all Outstanding Bonds of one or more Series or all or any portion of one or more maturities within a Series, or (b) any Subordinated Indebtedness. 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 under the Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof.

2. Refunding Bonds of each Series issued to refund one or more Series of Outstanding Bonds, or one or more maturities, or any portion of a maturity, within a Series shall be authenticated and delivered by the Trustee only upon receipt by it from the Authority (in addition to the documents and moneys required by Section 202) of:

(1) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded 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 make due publication of the notice provided for in Section 1201 to the Holders of the Bonds and coupons being refunded;

(3) Either (i) 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 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 Holders of the Bonds to be refunded, or (ii) Investment 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 subsection 2 of Section 1201 and any moneys required pursuant to said subsection 2, which Investment Securities and moneys shall be held in trust and used only as provided in said subsection 2;

(4) Either of the following: (i) a certificate of an Authorized Officer of the Authority setting forth (1) the Aggregate Debt Service through the date of the latest maturity of any Bonds of any Series then Outstanding (A) with respect to the Bonds of all Series Outstanding immediately prior to the date of authentication and delivery of such Refunding Bonds, and (B) with respect to the Bonds of all Series to be Outstanding immediately thereafter, and (2) that the Aggregate Debt Service set forth pursuant to (B) above is no greater than that set forth pursuant to (A) above; or (ii) the certificates required by subsection 2~~1~~ of Section 204 evidencing that such Series of Refunding Bonds meets the tests provided for by such subsection 2~~1~~ considering, for all purposes of such certificate and tests, that such Series of Refunding Bonds is a Series of Additional Bonds.

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 Resolution as shall be provided in the Supplemental Resolution authorizing such Bonds or determining the terms and details thereof and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution.

3. Each Series of Refunding Bonds issued pursuant to clause (b) of subsection 1 of this Section to refund any outstanding Subordinated Indebtedness shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities and moneys required by Section 202) of:

~~(1) Each of the documents referred to in subsection 2 of Section 204, provided that in the event that an Additional Project for which such Subordinated Indebtedness was incurred shall have been completed, (i) the required statement pertaining to the estimate of the completion date thereof shall no longer be applicable and (ii) the period of time to be covered under the provisions of subparagraph (3) of subsection 2 of Section 204 shall be the three (3) Fiscal Years following the Fiscal Year in which such Series of Refunding Bonds are issued;~~

(1) Each of the documents referred to in subsection 1 of Section 204;

(2) A certificate of the Trustee (which can be based upon a verification report) then duly appointed or acting under the indenture, resolution or other appropriate instrument securing and authorizing such Subordinated Indebtedness, or of an Authorized Officer of the Authority if there shall be no such trustee, that (i) provision has been duly made for the redemption or payment at maturity of such Subordinated Indebtedness in accordance with the terms thereof, (ii) the pledge, if any, pursuant to Section 414 securing such Subordinated Indebtedness, and all other rights granted by such indenture, resolution or instrument shall have been discharged and satisfied, and (iii) such trustee or the paying agents for such Subordinated Indebtedness hold in trust the moneys required to effect such redemption or payment; and

(3) A certificate of an Authorized Officer of the Authority stating that the Authority is not in default in the performance of any of the covenants in the Resolution; and

~~(4) A Counsel's Opinion to the effect that all actions required under the indenture, resolution or other appropriate instrument securing and authorizing such Subordinated Indebtedness to provide for the redemption or payment of such Subordinated Indebtedness have been taken.~~

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 ~~funds~~ and Accounts ~~under the Resolution~~ accounts as shall be provided in the Supplemental Resolution authorizing such Series or determining the terms and details thereof and shall be applied to refund such Subordinated Indebtedness, including expenses in connection therewith, in the manner provided in said Supplemental Resolution.

SECTION 206. Qualified Derivative Agreements. The Authority may enter into one or more Qualified Derivative Agreements with respect to all or a portion of the Debt Service with respect to Bonds outstanding hereunder; provided, however, that if such Qualified Derivative Agreement is not entered into at the time of initial issuance of the Bonds to which it applies, the Authority must deliver the report described in subparagraph (3) of Subsection 204-21 above, applying the same to all Bonds then Outstanding, but using the assumptions provided in the definition of "Debt Service" with respect to the Qualified Derivative Agreement and the portion of Debt Service to which it relates as of the effective date of such Qualified Derivative Agreement. Qualified Derivative Payments received by the Authority under any Qualified Derivative Agreement shall be deposited upon receipt in the Revenue Fund.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 301. Medium of Payment; Form and Date; Letters and Numbers; Accrual and Payment of Interest; Place of Payment.

1. 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.

2. The Bonds of each Series shall be issued in the form of coupon Bonds and/or in the form of fully registered Bonds without coupons as provided in this Resolution or the Supplemental Resolution authorizing such Series.

3. Each Bond shall be lettered and numbered as provided in this Resolution or the Supplemental Resolution authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond.

4. Coupon Bonds of each Series shall be dated as provided in this Resolution or the Supplemental Resolution authorizing the Bonds of such Series. Coupon Bonds of each Series shall bear interest from their date, payable, in the case of installments due on and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally mature. Except as may be otherwise provided by the Supplemental Resolution authorizing a Series of Bonds, registered 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 registered 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, registered Bonds shall be dated as provided in the Supplemental Resolution authorizing the Bonds of such Series or containing the terms and details thereof. Registered Bonds of each Series shall bear interest from their date.

5. The interest on, and principal and Redemption Price (if any) of, each Series of Bonds shall be payable at a designated office of each Paying Agent named in the Supplemental Resolution relating to such Series of Bonds.

SECTION 302. 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 Resolution as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, the Act, or otherwise, as may be determined by the Authority prior to the authentication and delivery thereof.

SECTION 303. Execution and Authentication.

1. The Bonds and any coupons appertaining thereto shall be signed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the Chairman of the Board. 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 City Clerk, 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 or coupons appertaining thereto shall cease to be such officer before such Bonds and coupons so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds and coupons may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds and coupons had not ceased to hold such offices. Any Bond or coupons of a Series may be signed and sealed by such persons as at the time of the execution of such Bonds or coupons shall be duly authorized or hold the proper office, although at the date borne by the Bonds and coupons of such Series such persons may not have been so authorized or have held such office.

2. The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in this Resolution or the Supplemental Resolution authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution and no Bond and no coupon thereunto appertaining shall be valid or obligatory for any purpose until such certificate of

authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Authority shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under the Resolution and that the Holder thereof is entitled to the benefits of the Resolution.

3. Except as otherwise provided in Section 307, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been made or provided for; provided, however, that when coupon Bonds are issued in exchange for registered Bonds of any Series upon which interest is in default, as shown by the records of the Trustee, such coupon Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

SECTION 304. Interchangeability of Bonds.

1. Coupon Bonds, upon surrender thereof at the principal office of the Trustee with all unmatured coupons attached, may, at the option of the Holder thereof, and upon payment by such Holder of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity of any of the authorized denominations.

2. Registered Bonds, upon surrender thereof at the principal office of the Trustee 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 registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 306, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series and maturity with appropriate coupons attached, or of registered Bonds of the same Series and maturity of any other authorized denominations.

SECTION 305. Negotiability, Transfer and Registry.

1. Title to any coupon Bond, and to any coupons shall pass by delivery as negotiable instruments payable to bearer.

2. Each registered Bond shall be transferable only upon the books of the Authority, which shall be kept for the purpose at the principal office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his

duly authorized attorney. Upon the transfer of any such registered Bond the Authority shall issue in the name of the transferee a new registered Bond or Bonds or, at the option of the transferee, coupon Bonds, with appropriate coupons attached, of the same aggregate principal amount, or in the case of Capital Appreciation Bonds, of the same aggregate Maturity Amount, and Series and maturity as the surrendered Bond.

3. The Authority and each Fiduciary may deem and treat the person in whose name any registered Bond shall be registered upon the books of the Authority 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 registered owner or upon his 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 Authority nor any Fiduciary shall be affected by any notice to the contrary.

SECTION 306. Regulations With Respect to Exchanges and Transfers.

In all cases in which the privilege of exchanging Bonds or transferring registered Bonds is exercised, the City shall execute and the Authority shall countersign and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. All Bonds and coupons surrendered in any such exchanges or transfers shall forthwith be cancelled by the Trustee or shall be retained in safekeeping by the Trustee until such Bonds are needed for a later exchange. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee 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. Except as may be otherwise provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Series of Bonds, neither the Authority nor the Trustee shall be required (a) to transfer or exchange Bonds of any Series for a period of ten (10) days next preceding an interest payment date on the Bonds of such Series or next preceding any selection of Bonds to be redeemed or thereafter until after the first publication or mailing of any notices of redemption, or (b) to transfer or exchange any Bonds called for redemption.

SECTION 307. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and the Authority shall countersign and thereupon the Trustee shall authenticate and deliver, a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity and principal amount as the Bonds and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee

evidence satisfactory to the Authority and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, upon furnishing the Authority and the Trustee with a surety bond in an amount 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 Authority and Trustee may prescribe and paying such other expenses as the Authority and Trustee may incur. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bonds or coupons issued pursuant to this Section in substitution for Bonds or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Authority, whether or not the Bonds and coupons 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 and coupons issued under the Resolution, and shall be equally secured by any moneys or securities held by the Authority or the Fiduciary for the benefit of the Bondholders.

SECTION 308. Temporary Bonds.

1. Until the definitive Bonds of any Series are prepared, the City may execute and the Authority may countersign, in the same manner as is provided in Section 303, and, upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive coupon Bond except as to the denominations thereof or as to exchangeability for registered Bonds, one or more temporary Bonds (which may be registerable as to principal and interest) substantially of the tenor of the definitive coupon Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, ~~in denominations of \$5,000 or any multiples thereof authorized by the Authority, and~~ with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in bearer form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or upon presentation of such temporary Bonds for notation thereon of the payment of such interest. The Authority at its own expense shall prepare and countersign and the City shall execute, upon the surrender of such temporary Bonds, with all unmatured coupons, and all matured coupons for which no payment or only partial payment has been provided, attached, for exchange and the cancellation of such surrendered temporary Bonds and coupons, the Trustee shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, definitive coupon Bonds, with appropriate coupons attached, or, at the option of the Holder, definitive registered Bonds, of the same aggregate principal amount and Series and maturity as the 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 Resolution.

2. If the Authority shall authorize the issuance of temporary Bonds in more than one denomination, the Holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute the Authority shall countersign 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 306, 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 Holder.

3. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

SECTION 309. Cancellation and Destruction of Bonds or Coupons. All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, appertaining thereto, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered to the Trustee. Bonds and coupons so cancelled may at any time be destroyed by the Trustee, which shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

SECTION 401. The Pledge Effected by the Resolution.

1. There are hereby pledged for the payment of the principal and Redemption Price of, and interest on, the Bonds, in accordance with their terms and the provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, ~~(i) the proceeds of sale of the Bonds, (ii) all Revenues, and (iii) all Funds established by the Resolution, including the investments, if any, thereof, provided, however, that each of the separate subaccounts in the Reserve Account shall secure only those series of Bonds designated by Supplemental Resolution to be secured by such separate subaccount and provided further that any Supplemental Revenues deposited in the Debt Service Account shall only be available and used to pay the principal of and interest on the Bonds of the Series to~~

~~which such Supplemental Revenues are pledged. the Pledged Funds. A Series of Bonds may be further secured by a credit facility, guaranty or municipal bond insurance policy.~~

~~2. Such proceeds of sale of the Bonds, the Revenues, and the other moneys and securities hereby pledged.~~ The Pledged Funds shall immediately be subject to the lien of this pledge as set forth in subsection 1 hereof without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority or the City, irrespective of whether such parties have notice thereof.

SECTION 402. Establishment of Funds. The following Funds are hereby established:

- (1) Airport Facilities Construction Fund, to be held by the Special Trustee;
- (2) Airport Facilities Revenue Fund, to be held by the Special Trustee;
- (3) Airport Facilities Bond Fund, to be held by the Trustee, consisting of a Debt Service Account and a Debt Service Reserve Account, consisting of a Composite Reserve Subaccount and such additional reserve subaccounts as may be established with respect to particular Series of Bonds;
- (4) Airport Facilities Operation and Maintenance Fund, to be held by the Authority, which includes the Operation and Maintenance Reserve Account;
- (5) Airport Facilities Capital Expenditures Fund, to be held by the Authority;
- (6) Airport Facilities Renewal and Replacement Fund, to be held by the Authority;
- (7) Airport Facilities Improvement and Development Fund, to be held by the Authority; and
- (8) Airport Facilities Discretionary Fund, including the PFC Account hereby established as a separate account therein, to be held by the Authority.

SECTION 403. Construction Fund.

1. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of this Resolution or any Supplemental Resolution and there may be paid into the Construction Fund, at the option of the Authority, any moneys received for or in connection with the Airport System by the

Authority from any other source, unless required to be otherwise applied as provided by the Resolution.

2. The Special Trustee shall establish within the Construction Fund a separate account for each Additional Project the costs of which are to be paid in whole or in part out of the Construction Fund.

3. During the period of construction, the proceeds of insurance maintained pursuant to this Resolution 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.

4. Amounts in each separate account established for an Additional Project shall be applied to the purpose or purposes specified in the Supplemental Resolution authorizing the Bonds issued with respect to such Additional Project, or, if no Bonds are so issued, to the purpose or purposes specified in a resolution of the Authority, a copy of which, certified by an Authorized Officer of the Authority, shall be filed with the Special Trustee.

5. Before any such application of any amounts in the Construction Fund shall be made, the Authority shall file with the Special Trustee a requisition, signed by an Authorized Officer of the Authority designated by resolution of the Authority for such purpose, showing with respect to each payment to be made, the name of the person to whom payment is due and the amount to be paid, and stating that the obligation to be paid was incurred and is a proper charge against the Construction Fund. Each such requisition shall be sufficient evidence to the Special Trustee:

(a) that obligations in the stated amounts have been incurred by the Authority and that each item thereof is a proper charge against the Construction Fund; and

(b) that there has not been filed with or served upon the Authority notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

6. 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, unless such use would cause interest on Bonds (other than Bonds issued with the intent that interest thereon be

includable in gross income for federal income tax purposes) not to be excluded from gross income for federal income tax purposes.

7. The completion of construction of any Additional Project shall be evidenced by a certificate of the Consulting Engineers, which shall be filed promptly with the Special 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 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, stated in such certificate shall be deposited in the applicable Debt Service Reserve Account within the Bond Fund, if and to the extent necessary to make the amount in such Account equal to the Debt Service Reserve Requirement. Any balance, shall be (i) transferred by the Special Trustee to the Trustee for deposit in the Debt Service Account within the Bond Fund and applied by the Trustee to the retirement of Bonds by purchase or redemption or (ii) shall be used to pay for costs of improvements to the Airport System, as the Authority shall direct.

SECTION 404. ~~[Deleted]~~.

SECTION 405. Deposit of Revenues.

1. All Revenues shall be promptly deposited by the Authority 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 such month, the Special Trustee shall withdraw from the Revenue Fund and transfer to the Trustee or the Authority, as the case may be, for deposit in the following Funds or transfer to the entities described below in the following order of priority the amounts set forth below:

(1) To the Operation and Maintenance Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for Operation and Maintenance Expenses for the then current Fiscal Year as set forth in the then current Annual Budget;

(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 shall equal the Accrued Aggregate Debt Service; provided that, for the purposes of computing the amount in said Account, there shall 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), other than with respect to Capital Appreciation Bonds, to the last day of the then current calendar month;

(3) Except as otherwise provided below, to the Bond Fund for the credit of the applicable subaccounts in the Debt Service Reserve Account, an amount, if and to the extent necessary, so that the balance in each subaccount shall equal the Debt Service Reserve Requirement with respect thereto;

(4) To the trustee, paying agent or holders of any Subordinated Indebtedness, such amount and at such times as shall be sufficient, taking into account any Subordinated Pledged Revenues, to pay the principal of and interest becoming due in the next succeeding month on any Subordinated Indebtedness, including any obligations to set aside or deposit moneys for future debt service payments, in the manner set forth in the Issuing Instrument(s) for the Subordinated Indebtedness;

(5) To the deposit to any debt service reserve account established by ~~at the~~ Issuing Instrument(s) for Subordinated Indebtedness such amount and at such times as shall be required by the terms of the Issuing Instrument(s);

(6) To the Operation and Maintenance Fund for credit to the Operation and Maintenance Reserve Account an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the amount which is equal to the difference between the sum on deposit in said Account at the beginning of the then Fiscal Year and one-sixth of the Operation and Maintenance Expenses for the then Fiscal Year as set forth in the then current Annual Budget;

~~(7) To the trustee, paying agent or holders of any Secondary Subordinated Indebtedness, such amount and at such times as shall be sufficient to pay the principal of and interest becoming due in the next succeeding month on any Secondary Subordinated Indebtedness, including any obligations to set aside or deposit moneys for future debt service payments, in the manner set forth in the Issuing Instrument(s) for Secondary Subordinated Indebtedness;~~

(8) To the deposit to any debt service reserve account established by the Issuing Instrument(s) for Secondary Subordinated

Indebtedness such amount and at such times as shall be required by the terms of the Issuing Instrument(s);

(9) To the Capital Expenditures Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; provided that, if any such monthly allocation to said 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;

(~~§10~~) To the Renewal and Replacement Fund, an amount equal to one-twelfth (or such greater fraction if the period is less than 12 months as may be appropriate) of the money appropriated for said Fund as set forth in the then current Annual Budget; 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 \$2,000,000 or such other greater amount as provided therefor by the Authority as necessary for the purposes of said Fund; and provided further that, if any such monthly allocation to said 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; and

(~~§11~~) To the Discretionary Fund, any amount remaining after making the deposits required by clauses (1) through (~~§10~~) above.

Deposits to the Bond Fund shall be increased to the extent required to pay principal, interest and redemption premiums, if any, next becoming due, and to make up any deficiencies or losses that may otherwise arise in such Fund and subaccounts.

If there are not sufficient funds in the Revenue Fund available to make the amounts on deposit in each subaccount in the Debt Service Reserve Account equal to the Debt Service Reserve Requirement for the applicable Series of Bonds, there shall be deposited in each such subaccount an amount equal to the lesser of the Debt Service Reserve Requirement for such subaccount or the total amount available to be deposited into the Debt Service Reserve Account multiplied by a fraction, the numerator of which is the Bond Obligation of all Bonds of the applicable Series then Outstanding and the denominator of which is the total aggregate amount of the Bond Obligation of all Bonds of every Series then Outstanding hereunder secured by a subaccount in the Debt Service Reserve Account.

Notwithstanding anything herein to the contrary, the Authority shall not be required to fully-fund a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Bonds hereunder, if it provides on the date of issuance of any Series of Bonds in lieu of such funds, a Reserve Product issued by a Reserve Product Provider in an amount equal to the difference between the applicable Debt Service Reserve Requirement and the sums then on deposit in the applicable subaccount in the Debt Service Reserve Account. Such Reserve Product as provided above must provide for payment on any interest or principal payment date (provided adequate notice is given) on which a deficiency exists (or is expected to exist) in moneys held hereunder for a payment with respect to the applicable Series of Bonds which cannot be cured by funds in any other account held pursuant to this Resolution and available for such purpose, and which shall name the Trustee or a Paying Agent as the beneficiary thereof. If a disbursement is made from a Reserve Product as provided above, the Authority shall be obligated to reinstate the maximum limits of such Reserve Product immediately following such disbursement or to replace such Reserve Product by depositing into the applicable subaccount in the Debt Service Reserve Account from the first Revenues available for deposit pursuant to clause 1.(3) above after the deposits required by clauses 1.(1) and (2) above, funds in the maximum amount originally payable under such Reserve Product, plus amounts necessary to reimburse the Reserve Product Provider for previous disbursements made pursuant to such Reserve Product, or a combination of such alternatives, and for purposes of clause 1.(3), amounts necessary to satisfy such reimbursement obligation and other obligations of the Authority to such a Reserve Product Provider shall be deemed required deposits into the applicable subaccount in the Debt Service Reserve Account, but shall be used by the Authority to satisfy its obligations to the Reserve Product Provider.

Also notwithstanding anything herein to the contrary, the Authority shall not be required to fund fully a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Bonds hereunder, if it elects by Supplemental Resolution adopted prior to the issuance of any Series of Bonds and subject to the limits described below, to fully fund the applicable subaccount over a period specified in such Supplemental Resolution not to exceed sixty (60) months during which it shall make substantially equal monthly installments in order that the amount on deposit in such subaccount in the Debt Service Reserve Account at the end of such period shall equal the applicable Debt Service Reserve Requirement with respect thereto. The aggregate amounts which may be permitted to be deposited in installments at any time shall not exceed 75% of the applicable Debt Service Reserve Requirement with respect to such subaccount in the Debt Service Reserve Account. If a subaccount in the Debt Service Reserve Account is to be initially funded in installments, the deposits required pursuant to the foregoing may be limited to the amount which will be sufficient to make the required monthly installments specified in the Supplemental Resolution, plus an amount necessary to

make up any deficiencies caused by withdrawals or resulting from valuations of the funds on deposit therein.

2. At such time as the total amount held in the Debt Service Account and the Debt Service Reserve Account shall be sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal of, applicable sinking fund Redemption Price and interest thereon), no further deposits shall be required to be made into such Accounts and the Bonds shall no longer be deemed Outstanding pursuant to this Resolution.

SECTION 406. Bond Fund - Debt Service Account.

1. The Trustee shall pay out of the Debt Service Account to the respective Paying Agents (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (iii) on or before the day preceding any redemption date for the Bonds, the amount required for the payment of interest on the 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 Bonds purchased for retirement.

Notwithstanding anything provided in this Section 406 to the contrary, if principal, interest or premium payments on Bonds have been paid on behalf of the Authority by a bond insurer or the provider of any credit or liquidity facility or any other entity insuring, guarantying or otherwise providing for the payment of the Bonds, or any Series thereof, moneys on deposit in the Debt Service Account and allocable to such Bonds shall be paid to such bond insurer or provider of the liquidity facility or credit facility or other entity having heretofore made a corresponding payment on the Bonds.

2. 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 Bonds for which such Sinking Fund Installment was established) may and, if so directed by the Authority, shall be applied by the Trustee, on or prior to the 60th day preceding the due date of such Sinking Fund Installment, to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable sinking fund Redemption Prices, pursuant to Article V, of such Bonds, if then redeemable by their terms. After the 60th day but on or prior to the 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 said Fund which were deposited therein from the proceeds of Additional Bonds) may,

and if so directed by the Authority, shall be applied by the Trustee to the purchase of 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 unsatisfied balance of such Sinking Fund Installment. All purchases of any Bonds pursuant to this subsection 2 shall be made at prices not exceeding the applicable sinking fund Redemption Price of such 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 Bonds) of any 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 such Fund. As soon as practicable after the 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 505, on such due date Bonds of the Series and maturity for which such Sinking Fund Installment was established (except in the case of 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 Bonds so called for redemption (or for the payment of such Bonds then maturing), and such amount shall be applied by such Paying Agents to such redemption (or payment).

3. The amount, if any, deposited in the Debt Service Account from the proceeds of each Series of Bonds including Capitalized Interest, shall be set aside in such Fund and applied to the payment of interest on the Bonds of such Series (or Refunding Bonds issued to refund such Bonds) as the same becomes due and payable.

SECTION 407. Bond Fund - Debt Service Reserve Account.

1. If, on the final business day of any month the amount in the Debt Service Account shall be less than the amount required to be in such Account pursuant to subsection 1 of Section 405, the Trustee shall apply amounts from the applicable subaccounts in the Debt Service Reserve Account to the extent necessary to make good the deficiency; provided, however, that amounts in the separate subaccounts in the Debt Service Reserve Account shall be used only for the purpose of curing deficiencies with respect to the Series of Bonds secured by such subaccount. Any proceeds received from a Reserve Product shall be applied to cure deficiencies in the Debt Service Account only with respect to the Series of Bonds for which such Reserve Product was provided.

2. Whenever the moneys on deposit in a subaccount in the Debt Service Reserve Account shall exceed the applicable Debt Service Reserve

Requirement, the Trustee, at the direction of an Authorized Officer of the Authority, shall allocate and apply the amount of such excess in the same manner as Available Revenues or Revenues, as the case may be, pursuant to Section 405.

3. Whenever the amounts in the applicable subaccounts in the Debt Service Reserve Account, together with the amount in the Debt Service Account, is sufficient to pay fully all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), the funds on deposit in the Debt Service Reserve Account shall be transferred to the Debt Service Account. Prior to said transfer, all investments held in the 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 Bonds Outstanding secured by the applicable subaccount in the Debt Service Reserve Account.

4. Notwithstanding the foregoing, if one or more subaccounts in the Debt Service Reserve Account have been funded with cash or Investment Securities and no event of default shall have occurred and be continuing hereunder, the Authority may, at any time in its discretion, substitute a Reserve Product meeting the requirements of this Resolution for the cash and Investment Securities in any such subaccount, and the Authority may then withdraw such cash and Investment Securities from such account and deposit them to the credit of the ~~Revenue Fund so long as (i) the same does not adversely affect any rating by a Rating Agency then in effect for the applicable Series of Outstanding Bonds and (ii) Discretionary Fund or such other fund or account as shall be designated by the Authority so long as~~ the Authority obtains an opinion of Bond Counsel that such actions will not, in and of themselves, adversely affect the exclusion from gross income of interest on the applicable Series of Bonds (if other than Taxable Bonds) for federal income tax purposes.

Cash on deposit in the applicable subaccount in the Debt Service Reserve Account shall be used (or investments purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Product. If and to the extent that more than one Reserve Product is deposited in the applicable subaccount in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

SECTION 408. Operation and Maintenance Fund.

1. Amounts in the Operation and Maintenance Fund shall be paid out from time to time by the Authority for reasonable and necessary Operation and Maintenance Expenses.

2. Amounts in the Operation and Maintenance Fund which the Authority at any time determines to be in excess of the requirements of such Fund shall be paid over by the Authority to the Special Trustee for deposit into the Revenue Fund and applied in accordance with Section 405.

3. There is hereby established in the Operation and Maintenance Fund a separate account to be known as the Operation and Maintenance Reserve Account. Moneys to the credit of said Account shall be paid out from time to time by the Authority for reasonable and necessary Operation and Maintenance Expenses to the extent that sufficient funds are not available within the Operation and Maintenance Fund for such purposes.

4. If at any time amounts on deposit in the Operation and Maintenance Reserve Account are in excess of 1/6 of the Operation and Maintenance Expenses with respect to the Airport System as set forth in the then current Annual Budget, the Authority shall pay such excess to the Special Trustee for application in accordance with Section 405.

SECTION 409. Capital Expenditures Fund.

1. Moneys in the Capital Expenditures Fund may be applied to purchase items of equipment and other capital items for use in connection with the Airport System.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account, the Discretionary Fund, the Improvement and Development Fund and the Renewal and Replacement Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Capital Expenditures 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account), the Discretionary Fund, the Improvement and Development Fund and the Renewal and Replacement Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Capital Expenditures 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.

SECTION 410. Renewal and Replacement Fund.

1. Moneys in the Renewal and Replacement Fund may be applied to pay costs of unanticipated or emergency replacements and repairs to the Airport System.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account, the Discretionary Fund and the Improvement and Development Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Trustee shall transfer from the Renewal and Replacement Fund to 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account), the Discretionary Fund, and the Improvement and Development Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Trustee shall transfer from the Renewal and Replacement Fund to the Authority for deposit in 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.

SECTION 411. Discretionary Fund.

1. If at any time the moneys in the Debt Service Account and the Debt Service Reserve Account shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Discretionary 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.

2. To the extent not required to meet a deficiency as required in subsection 1 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account) shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Discretionary Fund to the Operation and Maintenance Fund the amount necessary (or all moneys in said Fund if less than the amount necessary) to make up such deficiency.

3. To the extent not required to meet a deficiency as required by subsections 1 and 2 of this Section, if at any time the amounts deposited pursuant to Sections 405(4), (5), (7) and (8) shall be insufficient for the purposes provided in such Sections, the Authority shall transfer from the Discretionary Fund the

amounts necessary to make up such insufficiency for the purposes and in the order provided in such Sections.

4. Amounts in the Discretionary Fund not required to meet a deficiency as required in subsections 1, 2 and 23 of this Section may, at the discretion of the Authority ~~and, with respect to amounts in the PFC Account, subject to subsection 6 below,~~ be applied to any one or more of the following purposes:

(a) the purchase or redemption of any Bonds, and expenses in connection with the purchase or redemption of any such Bonds;

~~(b) payments of principal, the purchase or redemption price of and interest on any Subordinated Indebtedness; or Secondary Subordinated Indebtedness and expenses in connection with the purchase or redemption of any such Subordinated Indebtedness or Secondary Subordinated Indebtedness;~~

(c) payments into any separate account or accounts established in the Construction Fund for application in a manner consistent with the purposes of such account;

(d) improvements, extensions, betterments, renewals, replacements, repairs, maintenance or reconstruction of any properties or facilities of the Airport System or the provision of one or more reserves therefor; and

(e) any other ~~corporate~~ lawful purpose of the Authority ~~in connection with the Airport System;~~

provided that, subject to the provisions of subsection 1, 2 and 23 of this Section, amounts deposited in the Discretionary Fund and required by the Resolution to be applied to the purchase or redemption of Bonds shall be applied to such purpose in such manner as the Authority shall determine.

~~4. Subject to the provisions of this Section and the terms of any pledge securing Subordinated Indebtedness pursuant to Section 414, amounts in the Discretionary Fund shall be applied to the purposes specified in subsection 3.~~

5. Whenever any moneys in the Discretionary Fund or the Improvement and Development Fund are to be applied to the purchase or redemption of Bonds, the Authority 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 Resolution. Upon any such purchase or redemption of Bonds of

any Series and maturity for which Sinking Fund Installments shall have been established, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part ~~(an integral multiple of \$5000)~~ or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the Authority in a certificate in writing signed by an Authorized Officer of the Authority 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 calculation of Sinking Fund Installments due on a future date.

6. Amounts in the PFC Account in the Discretionary Fund not required to meet ~~a deficiency~~ the deficiencies as required by subsections 1, 2 and 23 of this Section may be withdrawn by the Authority at any time and shall be applied by the Authority, in its discretion, for permitted purposes, in accordance with the applicable approvals and authorizations of the FAA and applicable FAA Regulations.

SECTION 412. Improvement and Development Fund.

1. Moneys in the Improvement and Development Fund may be applied to costs of the Airport Improvement and Development Plan for the then current Fiscal Year or to the purchase or Redemption of Bonds, including any expenses in connection with such purchase or redemption. Whenever moneys in the Improvement and Development Fund are applied to the purchase or redemption of Bonds, the provisions of paragraph 5 of Section 411 shall equally apply.

2. If at any time the moneys in the Debt Service Account, the Debt Service Reserve Account and the Discretionary Fund shall be insufficient to pay the interest and Principal Installments when due on the Bonds, the Authority, upon requisition of the Trustee, shall transfer from the Improvement and Development 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.

3. To the extent not required to meet a deficiency as required in subsection 2 of this Section, if at any time the moneys in the Operation and Maintenance Fund (including the Operation and Maintenance Reserve Account) and the Discretionary Fund shall be insufficient to pay Operation and Maintenance Expenses when due, the Authority shall transfer from the Improvement and Development 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.

4. At such time as all amounts on deposit in the Improvement and Development Fund have been spent or transferred to other Funds, the Improvement and Development Fund shall be closed and no longer used in connection with this Resolution.

SECTION 413. ~~[Deleted].~~

SECTION 414. Subordinated Indebtedness and Secondary Subordinated Indebtedness. The Authority may, at any time, or from time to time, issue Subordinated Indebtedness ~~or Secondary Subordinated Indebtedness, pursuant to one or more Issuing Instruments.~~ Such Subordinated Indebtedness ~~or Secondary Subordinated Indebtedness~~ shall be payable out of, and may be secured pursuant to ~~the~~ such Issuing Instrument(s) by a pledge of the moneys deposited pursuant to Sections 405-1-(4) and (5) hereof, any Subordinated Pledged Revenues and such amounts in the Discretionary Fund as may from time to time be available for the purpose of payment thereof as provided in Section 411 hereof; provided, however, that (i) such Subordinated Indebtedness ~~shall be incurred only for any one or more of the purposes set forth in subsection 3 of Section 411 and the proceeds of such~~ Secondary Subordinated Indebtedness shall only be applied for ~~such~~ be incurred, and the proceeds thereof utilized for, any lawful purpose or purposes, and of the Authority, (ii) such pledge provided for Subordinated Indebtedness ~~or Secondary Subordinated Indebtedness in the Issuing Instrument(s)~~ shall be, and shall be expressed to be, subordinated in all respects to the pledge created by this Resolution ~~in favor of the Bonds, and (iii) such pledge provided for Secondary Subordinated Indebtedness in the Issuing Instrument(s) relating thereto shall be, and shall be expressed to be, subordinate in all respects (other than any pledge of Subordinated Pledged Revenues made solely to the holders of Secondary Subordinated Indebtedness) to the pledge created for the Subordinated Indebtedness.~~

SECTION 415. Application of Supplemental ~~[Deleted].~~

SECTION 416. Released Revenues. ~~Each month, all Supplemental The Authority may cause a category of income, receipts or other revenues then included in the definition of "Revenues, up" in Section 101 to the Accrued Aggregate Debt Service with respect to the Series of Bonds secured by be excluded from such Supplemental Revenues, shall be deposited to the Bond Fund definition for the credit of the Debt Service Account and, anything provided herein to the contrary notwithstanding, all purposes of this Resolution, which exclusion shall be used solely to pay debt service on effective from the date the Authority satisfies the conditions of this Section 416, by filing the following with the Trustee:~~

1. a written request from an Authorized Officer of the Series of Bonds secured by Authority to release such Supplemental category of income, receipts and other revenues from the definition of Revenues contained in Section 101, accompanied by a written certificate of an Authorized Officer of the Authority certifying the Authority is not in default pursuant to Section 801(i) hereof; and

2. a certificate of an Authorized Officer of the Authority or Airport Consultant to the effect that Net Revenues, Supplemental and any Subordinated Pledged Revenues deposited in the Debt Service Account shall be used to pay debt service on the Series of Bonds secured thereby prior to the use of any, excluding the category of Revenues, proposed to become Released Revenues, for each of the two Fiscal Years for which audited financial statements are available immediately preceding the date of such certificate or report, were sufficient to satisfy the rate covenant set forth in Section 711 for each of such two Fiscal Years, assuming that 1.10 (instead of 1.00) was used in Section 711.1 and 1.50 (instead of 1.25) was used in Section 711.2.

ARTICLE V

REDEMPTION OF BONDS

SECTION 501. Privilege of Redemption and Redemption Price. Bonds subject to redemption, in whole or in part, prior to maturity pursuant to this Resolution or a Supplemental Resolution shall be redeemable, upon published notice as provided in this Article V, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article V as may be specified in this Resolution or in the Supplemental Resolution authorizing such Series.

SECTION 502. 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 Authority shall give written notice to the Trustee of the City's election or direction so to redeem, of the redemption date, of the Series, and of the principal amounts 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 Resolution). Such notice shall be given at least 45 days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 505 there shall be paid prior to the redemption date to the appropriate Paying Agents an amount in cash which, in addition to other moneys, 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 Authority shall promptly notify the Trustee in writing of all such payments by it to a Paying Agent.

SECTION 503. Redemption Otherwise Than at City's Election or Direction. Whenever by the terms of the Resolution 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 V and, to the extent applicable, Section 506.

SECTION 504. 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 portion of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that the portion of any Bond of a denomination of ~~more to be redeemed no less than \$5,000 (or such other the authorized denomination as may bear an integral multiple thereof as provided by Supplemental Resolution with respect to a Series of Bonds) to be redeemed shall be in the principal amount of \$5,000 or any integral multiple thereof (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds),~~ or with respect to Capital Appreciation Bonds, the Maturity Amount of ~~\$5,000 authorized denomination~~ 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 (or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds) which is obtained by dividing the principal amount or, with respect to Capital Appreciation Bonds, Maturity Amount of such Bond to be redeemed in part by \$5,000 (or such other the authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds);

Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established in advance of their scheduled maturity or mandatory redemption date, an amount equal to the principal amount of such Bonds so purchased or redeemed shall be credited toward a part (an integral multiple of \$5,000, or such other authorized denomination as may be provided by Supplemental Resolution with respect to a Series of Bonds) or all of any one or more Sinking Fund Installments thereafter to become due, as directed by the Authority in a certificate in writing signed by an Authorized Officer of the Authority 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 calculation of Sinking Fund Installments due on a future date.

SECTION 505. Notice of Redemption.— When the Trustee shall receive notice from the Authority of the City's election or direction to redeem Bonds pursuant to Section 502, and when redemption of Bonds is authorized or required pursuant to Section 503, 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 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 to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall specify the respective portions of the principal amount, or with respect to Capital Appreciation Bonds, the portion of the Maturity Amount, thereof to be redeemed, and with respect to Capital Appreciation Bonds, the applicable Accreted Value of the Bonds 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 with respect to Bonds other than Capital Appreciation Bonds, and the Accreted Value of Capital Appreciation Bonds, and that from and after such date interest thereon shall cease to accrue and be payable and the value of Capital Appreciation Bonds shall cease to accrue. ~~Such notice shall be given by publication once a week for at least three successive weeks in Authorized Newspapers, the first such publication to be not less than 30 days nor more than 60 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 25 days before the redemption date, to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, 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 shall not affect the validity of the proceedings for the redemption of Bonds. The foregoing notwithstanding, with respect to Series of Bonds originally issued after June 1, 1992, if all of the Bonds of such Series to be redeemed are in fully registered form, no newspaper publication shall be required and notice~~ Notice of redemption shall be given by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty and not more than sixty days before the redemption date to all registered owners of the Bonds or portions of the Bonds to be redeemed at their last addresses as they appear on the registration books maintained in accordance with the provisions hereof. Failure to mail any such notice to a registered owner of a Bond, or any defect therein, shall not affect the validity of the proceedings for redemption of any Bond or portion thereof with respect to which no such failure or defect occurred. Any notice mailed as provided in this paragraph shall be conclusively presumed to have been duly given, whether or not the owner of such Bond receives such notice. The foregoing notwithstanding, the Authority may provide redemption notice requirements different than those

provided in this Section 505 with respect to a Series of Bonds by Supplemental Resolution authorizing such Series of Bonds.

SECTION 506. Payment of Redeemed Bonds. Notice having been given in the manner required in Section 505, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus, with respect to Bonds other than Capital Appreciation Bonds, interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus, with respect to Bonds other than Capital Appreciation Bonds, interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a registered Bond, the City shall execute and the Authority shall countersign and the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount, or in the case of Capital Appreciation Bonds, the unredeemed balance of the Maturity Amount, of the Bond so surrendered, at the option of the owner thereof, other than with respect to Capital Appreciation Bonds which shall be delivered only as registered Bonds, either coupon Bonds (if such Series of Bonds is authorized to be issued in the form of Coupon Bonds) or registered 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, including the Accreted Value of Capital Appreciation Bonds to be redeemed on such date, and together with interest to the redemption date on Bonds other than Capital Appreciation Bonds, 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 required in Section 505, 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 and with respect to Capital Appreciation Bonds that bear no stated interest, principal of such Capital Appreciation Bonds or portions thereof of such Series and maturity so called for redemption shall cease to appreciate, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. 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 and the principal of Capital Appreciation Bonds that bear no stated interest shall continue to appreciate at the same rate as it would have had such Capital Appreciation Bonds not been called for redemption.

ARTICLE VI

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

SECTION 601. Depositaries. All moneys held by the Trustee or the Special Trustee under the provisions of the Resolution shall be deposited with the Trustee or the Special Trustee as the case may be, including one or more Depositaries in trust for the Trustee or the Special Trustee. All moneys held by the Authority under the Resolution shall be deposited in one or more Depositaries in the name of the Authority. Moneys to be deposited in a particular Fund or Account under the Resolution may be deposited with more than one Depositary, provided that such moneys be credited to such Fund or Account. Each Depositary shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$1,000,000, 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 Resolution. All moneys deposited under the provisions of the Resolution with the Trustee, Special Trustee or any Depositary shall be held in trust and applied only in accordance with the provisions of the Resolution, and each of the Funds established by the Resolution shall be a trust fund for the purposes thereof.

SECTION 602. Deposits.

1. All moneys held by any Depositary under the Resolution may be placed on demand or time deposit, if and as directed by the Authority, provided that such deposits shall permit the moneys so held to be available for use at the time when needed. The Authority shall not be liable for any loss or depreciation in value resulting from any investment made pursuant to the Resolution. 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 Authority and acceptable to such Fiduciary, on time deposit, provided that such moneys on time deposit be available for use at the time when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

2. All moneys held under the Resolution by the Trustee, Special Trustee or any Depositary shall be continuously and fully secured for the benefit of the Authority and the Holders of the Bonds and coupons, either (a) by lodging with the Trustee or the Special Trustee, as the case may be, 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 (b) in such other manner as may then be required by applicable Federal or State of Florida 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 subsection 2 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, Special Trustee or any Depositary to give security for any moneys which shall be represented by obligations purchased as an investment of such moneys.

3. All moneys deposited with the Trustee, Special Trustee and each Depositary shall be credited to the particular Fund or Account to which such moneys belong.

SECTION 603. Investment of Certain Funds. Moneys held in the Debt Service Account and the Debt Service Reserve Account 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 Debt Service Reserve Account not later than 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 instructions received from an Authorized Officer of the Authority. Moneys in the Revenue Fund and the Construction Fund may be invested 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. The Special Trustee shall make such investment in accordance with any instructions received from an Authorized Officer of the Authority. Moneys in the Operation and Maintenance Fund, including amounts in the Operation and Maintenance Reserve Account, may be invested by the Authority in Investment Securities which mature within 12 months and moneys in the Capital Expenditures Fund, the Renewal and Replacement Fund, the Improvement and Development Fund and the Discretionary Fund may be invested in Investment Securities which mature within 5 years, and in any case not later than such times as shall be necessary to provide moneys when needed for payments from such respective Funds.

Interest earned on any moneys or investments in any such Accounts or Funds other than the Construction Fund shall be paid into the Revenue Fund. Interest earned on any moneys or investments in a separate account in the Construction Fund shall be held in such account for the purposes thereof.

The Authority agrees that broker confirmations of investments are not required to be issued by either the Trustee or the Special Trustee for each month in which a monthly statement is rendered by the Trustee or the Special Trustee, respectively.

SECTION 604. Valuation and Sale of Investments. Obligations purchased as an investment of moneys in any Account or Fund shall be deemed at all times to be a part of such Account or Fund and any profit realized from the liquidation of such investment shall be credited to such Account or Fund and any loss resulting from the liquidation of such investment shall be charged to the respective Account or Fund.

In computing the amount in any Account or Fund created under the provisions of the Resolution for any purpose provided in the Resolution, 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 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 Accounts and Funds shall be made as of March 31 and September 30 in each year.

Except as otherwise provided in the Resolution, the Trustee and the Special Trustee shall sell at the best price obtainable, or present for redemption, any obligation so purchased as an investment whenever it shall be requested in writing by an Authorized Officer of the Authority so to do whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Account or Fund held by the Trustee or Special Trustee. Neither the Trustee nor the Special Trustee shall be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

SECTION 701. Effect of Covenants. The Authority hereby particularly covenants and agrees with the Trustee and with the Holders of the Bonds and coupons, and makes provisions which shall be a part of the contract with such Holders, to the effect and with the purpose set forth in the following Sections of this Article VII.

SECTION 702. Payment of Principal, Premium, if any, and Interest. The Authority will promptly pay or cause to be paid, but solely from the Revenues or Available Revenues, as the case may be, and the proceeds of the Bonds pledged therefor by the Resolution the principal of, interest and premium, if any, on all Bonds issued hereunder according to the terms hereof.

SECTION 703. Extension of Payment of Bonds and Coupons. The Authority 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 of the coupons or claims for interest by the purchase or funding of such Bonds, coupons 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 coupons or claims for interest shall be extended, such Bonds, coupons or claims for interest shall not be entitled in case of any default under the Resolution to the benefit of the Resolution or to any payment out of Revenues or Available Revenues, as the case may be, or out of any funds including the investments, if any, thereof, pledged under the Resolution or the moneys (except moneys held in trust for the payment of particular Bonds, coupons or claims for interest pursuant to the Resolution) held by any Fiduciary, except subject to the prior payment 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 coupons or claims for interest. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of the maturity of any Bonds.

SECTION 704. Offices for Servicing Bonds. The Authority hereby irrevocably appoints the Trustee as its agent to maintain an office or agency for the registration, transfer or exchange of Bonds, and for the service of notices, presentations and demands upon the Authority. The Authority hereby appoints the Paying Agents as its respective agents to maintain such offices or agencies for the payment or redemption of Bonds and coupons.

SECTION 705. Further Assurance. At any and all times the Authority 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, ~~or Available Revenues, as the case may be,~~ and other moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the Authority may hereafter become bound to pledge or assign.

SECTION 706. Powers as to Bonds and Pledge. The Authority is duly authorized under the Act and all applicable laws to create and issue the Bonds and to adopt the Resolution and to pledge the Revenues Pledged Funds and other moneys, securities and funds purported to be pledged by the Resolution in the manner and to the extent provided in the Resolution. Except as to the issuance of Bonds hereunder, the Revenues Pledged Funds 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 Resolution, and all corporate or other action on the part of the

Authority and the City to that end has been duly and validly taken. The Bonds and the provisions of the Resolution are and will be in the valid and legally enforceable obligations of the City in accordance with their terms and the terms of the Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues Pledged Funds and other moneys, securities and funds pledged under the Resolution and all the rights of the Bondholders under the Resolution against all claims and demands of all persons whomsoever.

SECTION 707. Powers as to the Airport System and Collection of Rates, Fees and Rentals. The Authority 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 System and to fix rates, fees, rentals and other charges in connection therewith, all as provided in the Act.

SECTION 708. Indebtedness and Liens. The Authority shall not issue any bonds or other evidences of indebtedness other than the Bonds, payable out of or secured by a pledge of the Revenues Pledged Funds or of the moneys, securities ~~or funds held or set aside~~ pledged by the Authority or by the Fiduciaries under the Resolution and shall not create or cause to be created any lien or charge on the Revenues Pledged Funds or such moneys, securities or funds; provided, however, that nothing contained in the Resolution shall prevent the Authority from issuing (i) evidences of indebtedness payable out of moneys in the Construction Fund as part of the Cost of Construction of any Additional Project, and after the date the pledge of Revenues Pledged Funds provided in the Resolution shall be discharged and satisfied as provided in Section 1201, or (ii) Subordinated Indebtedness or Secondary Subordinated Indebtedness as provided in Section 414.

SECTION 709. Sale, Lease or Encumbrance of Property.

1. Except as provided in subsection 2 or subsection 3 of this Section 709 or elsewhere in the Resolution, no part of the Airport System shall be sold, or otherwise disposed of or encumbered.

2. The Authority may sell, for fair and reasonable value, at any time and from time to time, in an arm's-length transaction, any property constituting part of the Airport System which an Authorized Officer of the Authority certifies to be obsolete, uneconomical, negligible, worn out or surplus property, or property no longer necessary, useful or profitable in the operation of the Airport System.

3. The Authority 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 System if such lease, contract, license, easement or right does not impede or restrict the operation by the Authority of the Airport System- or will be advantageous to the Airport System.

4. ~~Any proceeds~~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 Resolution shall be applied in the same manner and to the same purposes as Revenues, or shall be utilized for such other purpose as may be required by law or contract.

SECTION 710. Operation, Maintenance and Reconstruction.

1. The Authority shall at all times operate, or cause to be operated, the Airport System 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 System may be properly and advantageously conducted, and, if any useful part of the Airport System is damaged or destroyed, the Authority 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 Resolution shall require the Authority to operate, maintain, preserve, repair, replace, renew or reconstruct any part of the Airport System from sources other than the Revenues or if there shall have been filed with the Trustee ~~(a) a certificate executed by an Authorized Officer of the Authority stating that in the opinion of the Authority abandonment of operation of such part is economically justified and is not prejudicial to the interests of the Holders of the Bonds, and (b) a consent to the filings of such certificate given by the Trustee, which consent shall be withheld only upon reasonable grounds.~~

2. To the extent deemed necessary by the Authority for the efficient or economical operation of the Airport System and permitted by law, it shall maintain, preserve, and renew all the franchises, rights, powers and privileges acquired, owned or held by it.

3. The Authority shall establish and enforce reasonable rules and regulations governing the operation, use and services of the Airport System.

SECTION 711. ~~Rates and Charges.~~ The Authority will, at all times ~~while any Bonds shall be Outstanding, establish, fix, prescribe and collect rates, fees, rentals and other charges for the use of the Airport System as shall be~~

~~required in order that in each Fiscal Year the Net Revenues less the amounts, if any, required to be deposited from Revenues into the Operation and Maintenance Reserve Account, the Capital Expenditures Fund and the Renewal and Replacement Fund, plus Supplemental Revenues in an amount not to exceed 1.25 times the Aggregate Debt Service on each Series of Bonds secured by such Supplemental Revenues for such Fiscal Year, shall equal at least 1.25 times the sum of the Aggregate Debt Service of the Outstanding Bonds for such Fiscal Year, and in any event, as shall be required to pay or discharge all indebtedness, charges and liens whatsoever payable out of Revenues under the Resolution.~~Rate Covenant.

1. The Authority shall, while any of the Bonds remain Outstanding, establish, fix, charge, prescribe and collect rates, fees, rentals and charges in connection with the ownership and operation of the Airport System and for services rendered in connection therewith, and shall revise such rates, fees, rentals and charges as often as may be necessary or appropriate, so that Net Revenues plus any Transfers and Subordinated Pledged Revenues in each Fiscal Year will be at least equal to 100% of the aggregate amount required to be applied and/or deposited by the Authority pursuant to Section 405 (2) - (10) during such Fiscal Year.

2. The Authority further agrees that it will establish, fix, charge, prescribe and collect rates, fees, rentals and charges in connection with the ownership and operation of the Airport System and for services rendered in connection therewith and shall revise such rates, fees, rentals and charges as often as may be necessary or appropriate, so that for each Fiscal Year the Net Revenues plus any Transfers for such Fiscal Year will be equal to at least 1.25 times the Aggregate Debt Service on all Outstanding Bonds for such Fiscal Year.

3. The Authority covenants that if Net Revenues plus any Transfer and any Subordinated Pledged Revenues in any Fiscal Year are less than the amounts specified in subsections 1. and 2. of this Section 711, the Authority will retain and direct an Airport Consultant to make recommendations as to the revision of the Authority's schedule of rates, fees, rentals and charges for the use of the Airport System. After receiving such recommendations, the Authority will take such action as it deems appropriate to become compliant with the provisions of Section 711 hereof in the next Fiscal Year.

For purposes of this Section 711, the term "Transfer" means the lesser of (a) the sum of (i) amounts on deposit in the Discretionary Fund on the last day of the Fiscal Year, to the extent such amounts are not restricted to other uses, plus (ii) amounts paid from the Discretionary Fund during such Fiscal Year toward Operating and Maintenance Expenses and Debt Service, minus (iii) amounts deposited into the Discretionary Fund in such Fiscal Year, or (b) twenty five percent (25%) of Debt Service payable in such Fiscal Year.

SECTION 712. Insurance.

1. So long as any Bonds are Outstanding, the Authority shall at all times carry insurance 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 System 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 ~~Airport~~Insurance Consultant.

2. Any proceeds of insurance for the Airport System shall, except as provided in subsection 3 of Section 403, to the extent necessary and desirable, be applied to the repair and replacement of any damaged or destroyed properties of the Airport System. If any of said proceeds received are not used to repair or replace property, such proceeds shall be paid into the Debt Service Account in the Bond Fund.

3. Notwithstanding the provisions of this Section 712, the Authority shall be entitled to provide the coverage required by this Section 712 through Qualified Self Insurance, provided that the requirements hereinafter set forth in this Section 712 are satisfied. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Authority has a material interest or of which the Authority has control, either singly or with others.

Prior to participation in any plan of Qualified Self Insurance not currently in effect, the Authority shall comply with the following requirements:

(a) the Qualified Self Insurance program shall be approved by the Insurance Consultant;

(b) the Qualified Self Insurance program shall include a claims reserve fund out of which each self-insured claim shall be paid; the adequacy of such fund shall be evaluated on an annual basis by the Insurance Consultant, and any deficiencies in the fund shall be remedied in accordance with the recommendations of the Insurance Consultant;

(c) the Qualified Self Insurance program claims reserve fund shall be held in a bank account credited for the purpose of maintaining such self insurance funds, which bank account may be under the control of the Authority and may be commingled with other Authority moneys; and

(d) in the event the Qualified Self Insurance program shall be discontinued, the actuarial soundness of its claims reserve fund shall be maintained.

For purposes of this Section 712, "Insurance Consultant" means a person, firm of persons or company of favorable repute for skill and experience in dealing with the insurance requirements of enterprises similar to the Airport System and in performing the duties to be imposed upon it by the Resolution.

SECTION 713. Condemnation. The Authority covenants that in the event the Airport System 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 System or such part thereof. If any of said proceeds are not applied to such replacement, such proceeds shall be paid into the Debt Service Account in the Bond Fund.

SECTION 714. Airport Consultant. The Authority shall employ an Airport Consultant from time to time whenever and for the purposes contemplated by this Resolution. Such Airport Consultant shall 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.

SECTION 715. Consulting Engineers. The Authority shall employ Consulting Engineers from time to time whenever and for the purposes contemplated or required by this Resolution. Such Consulting Engineers shall be engineer or engineering firms having a wide and favorable reputation for skill and experience in the construction and operation of airport facilities.

SECTION 716. Annual Budget.

1. Not less than five (5) days prior to the beginning of each Fiscal Year the Authority shall prepare and file with the Trustee an Annual Budget for the ensuing Fiscal Year. Such Annual Budget shall set forth in reasonable detail: the estimated Revenues and Operation and Maintenance Expenses for the Airport System for such Fiscal Year; the estimated amounts to be deposited during such Fiscal Year in each of the Funds and Accounts established under the Resolution and the estimated expenditures for the replacement of capital assets or any unusual or extraordinary maintenance or repairs, for the building and constructing of permanent improvements, alterations, buildings and other structures, including runways, taxi strips and aprons of the Airport System. The Authority may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal

Year. Copies of the Annual Budget and of any amended Annual Budget shall be promptly filed with the Trustee for inspection by Bondholders.

2. If for any reason the Authority shall not have adopted the Annual Budget for a Fiscal Year before the first day of such Fiscal Year, the Annual Budget for the preceding year shall be deemed to have been adopted and be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year is adopted and a copy thereof filed with the Trustee.

SECTION 717. Accounts and Reports.

1. The Authority shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Revenues, each Fund and Account established under the Resolution and which shall at all times be subject to the inspection of the Trustee, and the Holders of an aggregate of not less than 5% of the Bond Obligation then Outstanding or their representatives duly authorized in writing.

2. The Trustee and the Special Trustee shall advise the Authority promptly after the end of each month of the respective transactions during such month relating to each Fund and Account held by the Trustee and the Special Trustee under the Resolution and the Revenues- and Available Revenues, as the case may be. The Authority shall have the right upon reasonable notice and during reasonable business hours to examine the books and records of the Trustee and the Special Trustee with respect to the Funds and Accounts held by the Trustee or the Special Trustee under the Resolution and with respect to the Revenues or Available Revenues, as the case may be.

3. The Authority shall annually, within ~~120~~180 days after the close of each Fiscal Year, cause an audit to be made of its books and accounts relating to said Airport System for such Fiscal Year by an independent and recognized certified public accountant not in the regular employ of the Authority. Promptly thereafter reports of each such audit shall be filed with the Trustee. Each such audit Report shall set forth with respect to such Fiscal Year:

(a) A summary with respect to each Fund and Account established under the Resolution, of the receipts therein and disbursements therefrom;

(b) the details of all Bonds issued, paid, purchased or redeemed;

(c) the amounts on deposit at the end of such Fiscal Year to the credit of each Fund and Account established under the Resolution,

showing the respective amounts on deposit to the credit thereof in each Depository under the Resolution, as the case may be, and any security held therefor, and showing the details of any investment thereof;

(d) the amounts of the proceeds received from any sales of property consisting part of the Airport System; and

(e) a list of all insurance policies with respect to the Airport System or certificates thereof then held by the City, the Authority, or the Trustee.

4. The Authority shall file with the Trustee (a) forthwith upon becoming aware of any Event of Default or default in the performance by the Authority of any covenant, agreement or condition contained in the Resolution, a certificate signed by an Authorized Officer of the Authority and specifying such Event of Default or default and (b) within ~~420~~180 days after the end of each Fiscal Year, a certificate signed by an appropriate Authorized Officer of the Authority stating that, to the best of his knowledge and belief, the Authority has kept, observed, performed and fulfilled each and every one of its covenants and obligations contained in the Resolution and there does not exist at the date of such certificate any default by the Authority under the Resolution or any Event of Default or other event which, with the lapse of time specified in Section 801 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.

5. The reports, statements and other documents required to be furnished to the Trustee pursuant to any provisions of the Resolution 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 Authority. The Authority may charge each Bondholder requesting such reports, statements and other documents a reasonable fee to cover reproduction, handling and postage.

SECTION 718. ~~[Deleted-].~~

SECTION 719. ~~[Deleted].~~

SECTION 720. ~~[Deleted-].~~

SECTION 721. Covenants With Respect to Airports and Aviation Facilities. Nothing herein contained shall prohibit the Authority from acquiring or constructing an airport or an aviation facility and financing the same from moneys other than the proceeds of Bonds or Revenues generated by the Airport System. The Authority hereby covenants that it will not acquire or construct any such airport or aviation facility as aforesaid unless a certificate is received from the

Airport Consultant and filed with the Trustee to the effect that such airport or aviation facility will not adversely affect Revenues or Available Revenues to be derived by the Authority or the rights, security and remedies of Bondholders under the Resolution.

SECTION 722. Special Purpose Facilities. The Authority shall ~~be may~~ designate new or existing facilities as "Special Purpose Facilities" as permitted in this Section 722 pursuant to a Supplemental Resolution and is authorized to finance such Special Purpose Facilities from the proceeds of ~~obligations~~ Special Purpose Facility Debt issued by the Authority secured by Special Purpose Facility Revenues and without regard to any requirements of this Resolution with respect to the issuance of Additional Bonds, provided ~~that there shall be filed with the Trustee prior to the issuance of such Special Purpose Facility Debt a certificate of an Authorized Officer of the Authority, stating that:~~

1. ~~Such obligations are payable solely from rentals or other charges derived by the Authority under a lease, sale or other agreement entered into between the Authority and the person, firm or corporation which will be utilizing the~~ the estimated amount of Special Purpose Facilities to be financed.

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 rentals, payments or other charges to be derived by the Authority from the lease, sale or other agreement~~ Facility Revenues with respect to the Special Purpose 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 Purpose ~~Facilities~~ Facility Debt and all sinking fund, reserve or other payments required by the ~~resolution or indenture~~ Supplemental Resolution authorizing and securing such obligations Special Purpose Facility Debt;

3. ~~There shall be filed with 2. in the Trustee prior to the issuance~~ case of such obligations a certificate Special Purpose Facility Debt secured solely from sources described in subsection (i) of the definition of Special Purpose Facility Revenues, the Airport Consultant, certifying shall certify that the construction and operation of the Special Purpose Facilities to be financed will not decrease the Revenues to be derived from the Airport System;

3. in the case of Special Purpose Facility Debt secured from any of the sources described in subsection (ii) of the definition of Special Purpose Facility Revenues, the Airport Consultant shall certify that the Authority will be in compliance with the rate covenant described in Section 711 hereof for each of the next three full Fiscal Years following issuance of the Special Purpose Facility Debt;

4. ~~In addition to no Event of Default then exists under Article VIII of this Resolution; and~~

5. the Authority is in compliance with any and all rentals, payments, requirements set forth in any Supplemental Resolution related to such Special Purpose Facility Debt or other charges with respect to any outstanding Special Purpose Facility Debt which will be secured on a parity with such additional Special Purpose Facility Debt.

The Supplemental Resolution authorizing the issuance of Special Purpose Facility Debt shall specify whether (i) the Special Purpose Facilities to be (or any portion thereof) financed, a fair and reasonable rental for the land upon which said with such Special Purpose Facilities are to be constructed Facility Debt shall be charged by the Authority, and said ground rent shall be deemed Revenues derived from part of the Airport System, and (ii) the Special Purpose Facility Revenues (or any portion thereof) shall constitute Revenues.

SECTION 723. 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 of Florida or by the Act or the Resolution 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 724. Payment of Lawful Charges. The Authority 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 System, 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 the Additional Project, and shall not create or suffer to be created any lien or charge upon the Airport System or any part thereof or upon the Revenues therefrom, except the pledge and lien created by the Resolution for the payment of the principal and Redemption Price of and interest on the Bonds, and except as otherwise provided herein. The Authority 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 shall require the Authority 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 725. Compliance with Law. The Authority shall observe and perform all of the terms and conditions contained in the Act and shall comply with all valid acts, rules, regulations, orders and directions applicable to the Airport System or the Authority, of any legislative, executive administrative or judicial body having lawful jurisdiction thereover.

SECTION 726. Covenants With Respect to PFCs. The Authority hereby covenants and agrees to file such applications, submit such reports and take any and all such other actions that may be necessary or desirable to preserve its rights to impose and collect PFCs from which Available PFC Revenues are derived, to enforce with reasonable diligence its right to receive PFC Revenues from which Available PFC Revenues are derived and to use the proceeds of such Available PFC Revenues and amounts required to be deposited in the PFC Account in the manner provided herein. Without limiting the generality of the foregoing, the Authority hereby covenants and agrees as follows:

(a) To apply PFC Revenues only to finance allowable costs of approved projects in accordance with the FAA Regulations and applicable FAA authorizations and approvals (including Accrued Aggregate Debt Service with respect to that portion of the Bonds issued to finance PFC Projects);

(b) To comply with the applicable requirements of Section 9304(e) and 9307 of the Airport Noise and Capacity Act of 1990 (Pub. L. 101-508, Title IX, Subtitle D);

(c) To notify the air carriers and foreign air carriers required to collect PFCs with respect to the Airport System of the FAA's approval of the imposition of such PFCs in accordance with the requirements of the FAA Regulations and to take all actions reasonably necessary to insure the proper collection and remittance of the PFC Revenues from which Available PFC Revenues are derived by the air carriers; and

(d) To comply with all reporting, recordkeeping, and auditing requirements contained in the FAA Regulations.

SECTION 727. Available Revenues.

1. At any time and from time to time, the Authority, without the consent of the Trustee or the Holder of any Bond and without the consent of any Credit Provider, may adopt a Supplemental Resolution that (a) specifies the amount of Passenger Facilities Charges that shall constitute Available PFC Revenues, the amount of Customer Facility Charges that shall constitute Available CFC Revenues or the amount of such other income or revenue source that shall constitute

Available Revenues during each Fiscal Year as specified in such Supplemental Resolution or (b) specifies Bonds that shall be secured by Available Revenues. More than one Series of Bonds may be secured by Available Revenues, and no consent from any Holder of any Bond or from any Credit Provider, shall be required as a condition to the issuance or incurring of any subsequently-issued Bonds that are secured by any Available Revenues. Notwithstanding any other provision of this Resolution, the Authority may amend (including reduce) the amount of Available Revenues, specified pursuant to clause (a) above with respect to any Fiscal Year without the consent of the Trustee or any Holder of any Bond or any Credit Provider; provided the Authority shall be in compliance with the provisions of the Supplemental Resolution that specifies the Available Revenues that secure Bonds issued hereunder.

2. The Accounts set forth in clauses (a) and (b) below are hereby established with and to be held by the Authority.

(a) Available PFC Account; and

(b) Available CFC Account.

3. The Authority shall, promptly upon receipt, deposit, or cause to be deposited, all Available PFC Revenues in the Available PFC Account and all Available CFC Revenues in the Available CFC Account. Unless otherwise provided in the Supplemental Resolution which specifies Available Revenues pledged for one or more Series of Bonds, simultaneously with the Authority's withdrawal of amounts from the Revenue Fund for deposit into the funds and accounts as set forth in Section 405 hereof, the Authority shall withdraw amounts on deposit in the Available PFC Account, the Available CFC Account or such other account as has been established for a different source of Available Revenues, as applicable, and shall transfer the amounts so withdrawn to the Bond Fund for the applicable Series of Bonds, in such amounts as are specified or provided for in the corresponding Supplemental Resolution specifying Available Revenues for such Series of Bonds.

4. Notwithstanding any other provision of this Resolution, (a) the Available PFC Account and the Available PFC Revenues shall secure on a pari passu basis all Bonds, whenever issued, that are specified in the applicable Supplemental Resolution to be secured by the Available PFC Account and the Available PFC Revenues; and (b) Available PFC Revenues held in the Available PFC Account shall be applied by the Authority as follows:

The Available PFC Revenues, including any investment earnings thereon, on deposit in the Available PFC Account shall be applied to the payment of such Bonds 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 405.

Any Available PFC Revenues, including investment earnings thereon, in excess of amounts required to pay Bonds secured thereby may be used for fund eligible PFC Project costs or as otherwise permitted by federal statute or the FAA Regulations.

5. Notwithstanding any other provision of this Resolution, (a) the Available CFC Account and the Available CFC Revenues shall secure on a pari passu basis all Bonds, whenever issued, that are specified in the Supplemental Resolution to be secured by the Available CFC Account and the Available CFC Revenues; and (b) Available CFC Revenues held in the Available CFC Account shall be applied by the Authority as follows:

The Available CFC Revenues, including any investment earnings thereon, on deposit in the Available CFC Account shall be applied to the payment of such Bonds 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 405.

Any Available CFC Revenues, including investment earnings thereon, in excess of amounts required to pay Bonds secured thereby may be used for any lawful purpose.

SECTION 728. Federal Income Taxation Covenants: Taxable Bonds. The Authority covenants with the Holders of each Series of Tax-Exempt Bonds that it shall not use the proceeds of such Series of Tax-Exempt Bonds in any manner which would cause the interest on such Series of Tax-Exempt Bonds to be or become included in gross income for purposes of federal income taxation.

The Authority covenants with the Holders of each Series of Tax-Exempt Bonds that neither the Authority nor any person or entity under its control or direction will make any use of the proceeds of such Series of Tax-Exempt Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of the Code and neither the Authority nor any other person or entity under its control shall do any act or fail to do any act which would cause the interest on such Series of Tax-Exempt Bonds to become subject to inclusion within gross income for purposes of federal income taxation.

The Authority hereby covenants with the Holders of each Series of Tax-Exempt Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the Tax-Exempt Bonds for purposes of federal income taxation, including, in particular, the payment of any

amount required to be rebated to the U.S. Treasury pursuant to the Code. The Authority shall establish a rebate fund pursuant to Supplemental Resolution for each Series of Tax-Exempt Bonds which shall be subject to payment of rebatable arbitrage.

The Authority may, if it so elects, issue one or more Series of Taxable Bonds the interest on which is (or may be) includable in the gross income of the Holder thereof for federal income taxation purposes, provided that the issuance thereof will not cause interest on any other Tax-Exempt Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 728 shall not apply to any Taxable Bonds.

For purposes of this Section 728, (1) the term "Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder in effect or proposed, (2) the term "Tax-Exempt Bonds" means Bonds the interest on which is excludable from the gross income of the Holders thereof for federal income taxation purposes, and (3) the term "Taxable Bonds" means those Bonds that the interest income thereon is includable in gross income of the Holders thereof for federal income taxation purposes.

ARTICLE VIII

REMEDIES OF BONDHOLDERS

SECTION 801. Events of Default. The following events shall be "Events of Default" under the Resolution:

(i) default shall be made in the due and punctual payment of the principal of or Redemption Price of any Bond when and as the same shall become due and payable, 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 shall become due and payable;

(ii) default shall be made by the Authority in the performance or observance of the covenants, agreements and conditions on its part as provided in Section 711; provided, however, that a failure to comply with the covenants in Section 711 shall not constitute an event of default unless the Authority shall fail in the succeeding Fiscal Year to comply with the covenants in Section 711 or to restore any deficiencies which occurred in any Funds in the preceding Fiscal Year;

(iii) default shall be made by the Authority in the performance or observance of any other of the covenants, agreements or conditions on its part contained in the Resolution or in the Bonds and such default shall continue for a period of sixty (60) days after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Holders of not less than twenty-five percent (25%) of the Bond Obligation;

(iv) the Authority or 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 of Florida;

(v) judgment for the payment of money shall be rendered against the Authority or the City as the result of the construction, improvement, ownership, control or operation of the Airport System, 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; and

(vi) an order or decree shall be entered, with the consent or acquiescence of the Authority or the City, appointing a receiver or receivers of the Airport or any part thereof, or other revenues therefrom, or if such order or decree, having been entered without the consent or acquiescence of the Authority or the City, shall not be vacated or discharged, stayed or appealed within ninety (90) days after the entry thereof.

SECTION 802. Accounting and Examination of Records After Default.

1. The Authority covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Authority 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.

2. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, 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 Resolution for such period as shall be stated in such demand.

SECTION 803. Application of Revenues and Other Moneys After Default.

1. The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and Funds then held by the Authority or Special Trustee in any Fund or account under the Resolution, and (ii) all Revenues as promptly as practicable after receipt thereof.

2. During the continuance 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:

(a) to the payment of Operation and Maintenance Expenses including, without limitation, the payment of the reasonable and proper charges and expenses of the Trustee and the reasonable fees and disbursements of its counsel;

(b) to the payment of the interest and principal or Redemption Price then due on the Bonds, subject to the provisions of Section 703, as follows:

(i) unless the principal of all of the Bonds shall have become due and payable,

First: To the payment to the persons entitled thereto of all installments of interest on Bonds other than Capital Appreciation Bonds then due in order of the maturity of such installments, together with accrued and unpaid interest on the Bonds other than the Capital Appreciation 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 with respect to Capital Appreciation Bonds the unpaid Maturity Amount, or Redemption Price of any 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 Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal, or with respect to Capital Appreciation Bonds the unpaid Maturity Amount, or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(ii) if the principal (or, with respect to Capital Appreciation Bonds, the Maturity Amount) of all of the Bonds shall have become due and payable, to the payment of the principal and interest (or, with respect to Capital Appreciation Bonds, Maturity Amount) then due and unpaid upon the 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 Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, (or, with respect to Capital Appreciation Bonds, Maturity Amount) to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and coupons.

3. If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Authority under the Resolution, including the principal and Redemption Price of and accrued unpaid interest on all Bonds which shall then be payable, shall either be paid by or for the account of the Authority, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Resolution or the 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 Authority 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 Resolution to be deposited or pledged, with the Trustee), and thereupon the Authority and the Trustee shall be restored, respectively, to their former positions and rights under the Resolution. No such payment over to the Authority by the Trustee nor such restoration of the Authority and the Trustee to their former positions and rights shall extend to or affect any subsequent default under the Resolution or impair any right consequent thereon.

SECTION 804. Proceedings Brought By Trustee.

1. 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 Holders of not less than twenty-five (25%) of the Bond Obligation shall proceed, to protect and enforce its rights and the rights of the Holders of the Bonds under this Resolution 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 Authority as if the Authority 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 Resolution.

2. All rights of action under the Resolution may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

3. The Holders of not less than a majority of the Bond Obligation 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.

4. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under the Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in the Resolution and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

5. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of a majority of the Bond Obligation, 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 Resolution by any acts which may be unlawful or in violation of the Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

6. When the Trustee incurs costs or expenses (including legal fees, costs and expenses) or renders services after the occurrence of a default, such costs and expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

SECTION 805. Restriction on Bondholder's Action.

1. No Holder of any Bond or coupon shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of the Resolution or the execution of any trust under the Resolution or for any remedy under the Resolution, unless such Holder shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Holders of at least twenty-five percent (25%) of the Bond Obligation shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in the Resolution or by the Act or by the laws of Florida or to institute such action, suit or proceeding in its own name, and unless such Holders 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 Holders of Bonds or coupons shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Resolution, or to enforce any right under the Resolution, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of the Resolution shall be instituted, had and maintained in the manner provided in the Resolution and for the equal benefit of all Holders of the Outstanding Bonds and coupons.

2. Nothing in this Resolution or in the Bonds or in the coupons contained shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay, from the sources herein specified, at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Holder to enforce such payment of his Bond.

SECTION 806. Remedies Not Exclusive. No remedy by the terms of the Resolution 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 shall be cumulative and shall be in addition to every other remedy given under the Resolution or existing at law or in equity or by statute on or after the date of adoption of the Resolution.

SECTION 807. Effect of Waiver and Other Circumstances.

1. 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 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.

2. The Holders of not less than sixty-six and two-thirds percent (66-2/3%) of the Bond Obligation, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Bonds waive any past default under the Resolution 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 shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 808. Notice of Default. The Trustee shall promptly upon becoming aware of any Event of Default mail to registered Holders of Bonds, the original purchasers of the Bonds and the financial consultant to the Authority and to all Bondholders who shall have filed their names and addresses with the Trustee for such purpose, written notice of the occurrence of any Event of Default. If any Fiscal Year Revenues shall be insufficient to comply with the provision of Section 711, the Trustee, on or before the 30th day after receipt of the annual audit, shall mail to such registered Holders and such Bondholder written notice of such failure.

ARTICLE IX

CONCERNING THE FIDUCIARIES

SECTION 901. Trustee and Special Trustee; Appointment and Acceptance of Duties.

1. The Authority shall appoint the Trustee in the Supplemental Resolution authorizing the issuance of the initial Series of Bonds hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Resolution by executing the certificate of authentication endorsed upon the Bonds, and by executing such certificate upon any Bond the Trustee shall be deemed to have accepted such duties and obligations not only with respect to the Bond so authenticated, but with respect to all the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Resolution.

2. The Authority shall appoint the Special Trustee in the Supplemental Resolution authorizing the issuance of the initial Series of Bonds hereunder. The Special Trustee shall signify its acceptance of duties and

obligations imposed upon it by the Resolution by executing and delivering to the Authority and the Trustee a written acceptance thereof.

SECTION 902. Paying Agents; Appointment and Acceptance of Duties.

1. The Authority 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 913 for a successor Paying Agent. The Trustee or the Special Trustee may be appointed a Paying Agent.

2. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and to the Trustee a written acceptance thereof.

3. Unless otherwise provided, the principal offices of the Paying Agents are designated as the respective offices or agencies of the Authority for the payment of the interest on and principal or Redemption Price of the Bonds.

SECTION 903. Responsibilities of Fiduciaries.

1. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority 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 Resolution or of any Bonds or coupons issued thereunder or as to the security afforded by the Resolution, 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 Authority 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 subsection 2 of this Section 903, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

2. 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 this Resolution. In case an 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 Resolution, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any

provision of the Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 903.

SECTION 904. Evidence on which Fiduciaries may Act.

1. 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 Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Resolution 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. Each Fiduciary may consult with counsel, who may or may not be of counsel to the Authority, 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 Resolution in good faith and in accordance therewith.

2. 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 Resolution, 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 Authorized Officer of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution 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 seem reasonable.

3. Except as otherwise expressly provided in this Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Authority to any Fiduciary shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer of the Authority.

SECTION 905. Compensation. The Authority shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this Resolution, 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 this Resolution and each Fiduciary shall have a lien therefor on any and all Funds at any time held by it under this Resolution. Subject to the provisions of Section 903, the Authority further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence, misconduct or default.

SECTION 906. Certain Permitted Acts. Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as Depositary 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 Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

SECTION 907. Resignation of Trustee or Special Trustee. The Trustee or Special Trustee may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than ninety (90) days' written notice to the Authority and ~~publishing~~posting notice thereof, ~~specifying the date whenof~~ such resignation shall take effect, ~~once in each week for three successive calendar weeks in an Authorized Newspaper with the Municipal Securities Rulemaking Board via its Electronic Municipal Marketplace Access ("EMMA") system or any successor thereto,~~ and such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed by the Authority or the Bondholders as provided in Section 909, 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 or Special Trustee become effective until a successor Trustee or Special Trustee shall have been appointed pursuant to the provisions of this Article. Notwithstanding anything herein to the contrary, the only remedy for the failure by the Trustee to post any notice with the Municipal Securities Rulemaking Board shall be an action by the holders, as applicable, in mandamus for specific performance or similar remedy to compel performance.

SECTION 908. Removal of Trustee or Special Trustee. The Trustee or Special Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee and Special Trustee, and signed by the Holders of a majority of the Bond Obligation then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority, or, so long as the Authority is not then in default hereunder, by a certificate of an Authorized Officer of the Authority filed with the Trustee and the Special Trustee.

SECTION 909. Appointment of Successor Trustee or Special Trustee.

1. In case at any time the Trustee or Special 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 Special Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or Special Trustee, or of its property or affairs,

a successor may be appointed by the Authority, so long as the Authority is not then in default hereunder, or, if the Authority is then in default hereunder or the Authority has not appointed a successor Trustee or Special Trustee as the case may be within forty-five (45) days of the occurrence of such event, by the Holders of a majority of the Bond Obligation then outstanding, excluding any Bonds held by or for the account of the Authority. Such appointment by the Holders 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 or Special Trustee, notification thereof being given to the Authority and the predecessor Trustee and Special Trustee; provided, nevertheless, that unless a successor Trustee or Special Trustee shall have been appointed by the Bondholders as aforesaid, the Authority by a duly executed written instrument signed by an Authorized Officer of the Authority shall forthwith appoint a Trustee or Special Trustee to fill such vacancy until a Successor Trustee or Special Trustee shall be appointed by the Bondholders as authorized in this Section 909. The Authority shall mail notice of any such appointment made by it to each registered owner of Bonds within 20 days of such appointment and, unless all of the Bonds outstanding are in registered form, the Issuer shall publish notice of any such appointment made by it in an Authorized Newspaper, such publication to be made within 20 days after such appointment. If the Authority shall be in default hereunder at the time of the appointment of a Successor Trustee or Special Trustee, any Successor Trustee or Special Trustee appointed by the Authority shall, immediately and without further act, be superseded by a Trustee appointed by the Bondholders.

If no successor Trustee shall have been so appointed and accepted appointment within ninety (90) days of the resignation, removal, incapability or the occurrence of a vacancy in the office of the Trustee or the Special Trustee in the manner herein provided, the Trustee or the Special Trustee, as applicable, or any Bondholder may petition any court of competent jurisdiction for the appointment of a successor Trustee or Special Trustee, as applicable, until a successor shall have been appointed as above provided.

SECTION 910. Transfer of Rights and Property to Successor Trustee or Special Trustee. Any successor Trustee or Special Trustee appointed under this Resolution shall execute, acknowledge and deliver to its predecessor Trustee or Special Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee or Special 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 or Special Trustee, with like effect as if originally named as Trustee or Special Trustee; but the Trustee or Special Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor Trustee or Special Trustee, execute, acknowledge and deliver such instrument 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 or Special Trustee all the right, title and interest of the predecessor Trustee or Special Trustee in and to any property held by it under the Resolution, and shall pay over, assign and deliver to the successor Trustee or Special 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 Authority be required by such successor Trustee or Special Trustee for more fully and certainly vesting in and confirming to such successor Trustee or Special Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee or Special Trustee shall promptly notify all Paying Agents of its appointment as Trustee or Special Trustee.

SECTION 911. 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 Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

SECTION 912. Adoption of Authentication. In case any of the Bonds contemplated to be issued under the Resolution 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 have not 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 Resolution provided that the certificate of the Trustee shall have such full force.

SECTION 913. Resignation or Removal of Paying Agent and Appointment of Successor.

1. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least ninety (90) days' written notice to the Authority, the Trustee, and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such

Paying Agent and the Trustee and signed by the Authority. Any successor Paying Agent shall be appointed by the Authority with the approval of the Trustee and shall be a bank or trust company or a national banking association, and having capital stock and surplus aggregating at least \$20,000,000 and 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 this Resolution.

2. 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 be 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.

ARTICLE X

SUPPLEMENTAL RESOLUTIONS

SECTION 1001. Supplemental Resolutions Effective Upon Filing With the Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Authority may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority together with a certified copy of a resolution of the City Council approving such Supplemental Resolution, shall be fully effective in accordance with its terms Supplemental Resolution Without Bondholder or Trustee Consent. The Authority, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders or Trustee (which Supplemental Resolution shall thereafter form a part hereof) for any of the following purposes:

(1) To ~~close-cure~~ any ambiguity or formal defect or omission or to correct any inconsistent or obsolete provisions in the Resolution against, or provide or to clarify any matters or questions arising hereunder.

(2) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(3) To add to the conditions, limitations and restrictions in addition to the on the issuance of Bonds under the provisions of the Resolution other conditions, limitations and restrictions contained in the Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness; thereafter to be observed.

(24) To add to the covenants and agreements of the Authority in the Resolution; other covenants and agreements thereafter to be

observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;

~~(3) To add to the limitations and restrictions in the Resolution, other limitations and restrictions to be observed by or to surrender any right or power herein reserved to or conferred upon the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;~~

(45) To authorize Additional Bonds of a Series or Refunding Bonds or to determine the terms and details thereof and, in connection therewith, specify and determine the matters and things referred to in Sections 202, 203, 204 or 205 ~~204 or 205~~ hereof, including the issuance of Additional Bonds or Refunding Bonds, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Resolution 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;

~~(5) To confirm, as further assurance,~~ (6) To authorize Additional Projects or to change or modify the description of any pledge under Additional Project.

(7) To specify and the subjection to any lien or pledge created or to be created by, determine matters necessary or desirable for the issuance of Variable Rate Bonds, federal or State subsidy bonds or Capital Appreciation Bonds.

(8) To provide for the establishment of a separate subaccount or subaccounts in the Debt Service Reserve Account which shall independently secure one or more Series of Bonds.

(9) To modify, amend or supplement the Resolution, ~~of the Revenues,~~ in such manner as to permit the qualification of the Resolution under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Resolution such ~~other moneys, securities or funds; terms, conditions~~

~~(6) To modify any of the provisions of the Resolution in any as may be permitted by said Trust Indenture Act of 1939 or similar federal statute.~~

(10) To comply with any future laws, rules and regulations with respect ~~whatever,~~ to Tax-Exempt Bonds or Taxable Bonds.

(11) To provide for the establishment and utilization of Available Revenues as provided in Section 727 hereof.

(12) To make any other change ~~that (4),~~ in the opinion of the Authority, would not materially adversely affect the interests of the Bondholders. In making such determination, the Authority shall not take into consideration any bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds.

SECTION 1002. Supplemental Resolution With Bondholder and Credit Provider Consent. Subject to the terms and provisions contained in this Section 1002 and Sections 1001 and 1003 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in the Resolution to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolutions hereto as shall be deemed necessary or desirable by the Authority for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Resolution; provided, however, that if such modification shall be, and or amendment will, by its terms, not take effect so long as any Bonds of any specified Series or maturity remain Outstanding, the consent of the Holders of such Bonds shall not be expressed to required and such Bonds shall not be, effective only after deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 1002. No Supplemental Resolution may be approved or adopted which shall permit or require, without the consent of all Bonds of any Series affected Bondholders, (1) an extension of the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (2) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (3) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders or the Credit Providers of the adoption of any Supplemental Resolution as authorized in Section 1001 hereof.

Written Consent of Credit Providers. Any Supplemental Resolution which is adopted in accordance with the provisions of this Section 1002 shall also require the written consent of any Credit Provider that has provided credit enhancement to any Bonds which are Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall betime such Supplemental Resolution shall take effect if (1) such Credit Provider has been granted the right of consent pursuant to Supplemental Resolution, (2) such Credit Provider is not in default under the related credit enhancement documents, and (3) such Credit Provider has not applied for or consented to the appointment of a receiver, custodian, trustee or

liquidator of all or a substantial part of its assets, has not admitted in writing as to its inability to pay its debts as they become due, has not made a general assignment for the benefit of its creditors and has not commenced voluntary bankruptcy proceedings.

Notice. If at any time the Authority shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this 1002, the Authority shall cause the Trustee to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Trustee for inspection by all Bondholders or provide an appropriate World Wide Web internet link to where the Supplemental Resolution is posted. The Authority shall not, however, be subject to any liability to any Bondholder by reason of the Trustee's failure to cause the notice required by this Section 1002 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 1002.

Effect of Supplemental Resolution. Whenever the Authority shall deliver to the Trustee an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in the text of all Bonds of any Series authenticated and such notice, thereupon, but not otherwise, the Authority may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto. If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Authority from adopting the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 1002, the Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under the Resolution of the Authority and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of the Resolution as so modified and amended.

Deemed Notice and Consent. Notwithstanding any other provision of this Section 1002, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 1002 if the offering document for such Bonds expressly describes the amendments to the Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such amendments.

Underwriters or Agents May Provide Consent. Notwithstanding any other provision of this Section 1002, to the extent permitted by law, at the time of issuance or remarketing of Bonds under the Resolution, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Bonds, or as agent for or in lieu of Holders of the Bonds, may provide consent to amendments to the Resolution pursuant to this Section 1002.

SECTION 1003. Amendment with Consent of Credit Providers Only. For purposes of amending the Resolution pursuant to Section 1002 hereof, a Credit Provider shall be considered the Holder of such Bonds which it has insured or provided credit enhancement. The consent of the Holders of such Bonds shall not be required if the Credit Provider shall consent to the amendment as provided by this Section 1003 and such Credit Provider (1) is not in default under the related credit enhancement documents, and (2) has not applied for or consented to the appointment of a receiver, custodian, trustee or liquidator of all or a substantial part of its assets, has not admitted in writing as to its inability to pay its debts as they become due, has not made a general assignment for the benefit of its creditors and has not commenced voluntary bankruptcy proceedings. At least fifteen (15) days prior to adoption of any amendment made pursuant to this Section 1003, notice of such amendment shall be delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof to the Rating Agencies rating the Bonds. Upon filing with the Trustee evidence of such consent of the Credit Providers as aforesaid, the Authority may adopt such Supplemental Resolution. After the adoption by the Authority of such Supplemental Resolution, notice thereof shall be mailed in the same manner as notices of an amendment under Section 1002 hereof. Notwithstanding the foregoing, the consent of all affected Bondholders shall still be required with respect to any amendment set forth in clauses (1) through (4) in the first paragraph of Section 1002 hereof.

SECTION 1002. Supplemental Resolutions Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority, and (ii) the filing with the Trustee and the Authority of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

~~(1) To cure any ambiguity, supply an omission, or cure or correct any defect or inconsistent provision in the Resolution; or~~

~~(2) To insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to or inconsistent with the Resolution as theretofore in effect; or~~

~~(3) To make any other changes or modifications to or to otherwise amend the Resolution in any manner that does not materially adversely affect the interests or rights of any of the Holders of Bonds issued pursuant to the terms hereof and then Outstanding.~~

SECTION 1003. Supplemental Resolutions Effective With Consent of Bondholders. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Resolution, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority and upon compliance with the provisions of said Article XI, shall become fully effective in accordance with its terms as provided in said Article XI.

SECTION 1004. General Provisions.

1. The Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing in this Article X or Article XI contained shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 705 or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument which elsewhere in the Resolution it is provided shall be delivered to said Fiduciary.

2. Any Supplemental Resolution referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the Authority without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms (except insofar as the enforcement thereof may be limited by any applicable bankruptcy, moratorium or similar laws relating to the enforcement of creditors' rights).

32. The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Sections 1001, 1002 or 1003 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 opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Resolution is authorized or permitted by the provisions of the Resolution.

43. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

ARTICLE XI

AMENDMENTS

SECTION 1101. Mailing and Publication.

1. Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority, (ii) to each Holder of any Bond payable to bearer who shall have filed with the Trustee within two (2) years preceding such mailing a request for notices, (iii) to the Trustee and (iv) to the original purchasers of the Bonds.

2. Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in an Authorized Newspaper.

SECTION 1102. Powers of Amendment. Any modification or amendment of the Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds and coupons thereunder, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in Section 1103(i) of the Holders of at least a majority of the Bond Obligation 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 Holders of at least a majority of the Bond Obligation of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any Sinking Fund Installment, of the Holders of at least a majority of the Bond Obligation of the particular Series and maturity entitled to such Sinking Fund Installment 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 Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or

amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon, or in the case of Capital Appreciation Bonds, the Maturity Amount or Accreted Value, as applicable, or a reduction in the principal amount or the Redemption Price, or in the case of Capital Appreciation Bonds, the Maturity Amount or Accreted Value, as applicable, thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders 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. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment of the Resolution and any such determination shall be binding and conclusive on the Authority and all Holders of Bonds.

~~SECTION 1102. Consent of Bondholders.~~ The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to Bondholders and shall be published in an Authorized Newspaper at least once a week for three successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consents of Holders of the percentages of the Bond Obligation specified in Section 1102 and (b) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, and (ii) a notice shall have been published as hereinafter in this Section 1103 provided. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1202. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1202 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 1202 to the contrary notwithstanding, upon any subsequent

Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 1103 provided for is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1202. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Authority to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of the Bond Obligation shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that the Holders of such required percentages of the Bond Obligation have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of the Bond Obligation and will be effective as provided in this Section 1103, may be given to Bondholders by the Authority by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 1103 provided) and by publishing the same in an Authorized Newspaper at least once not more than ninety (90) days after the last of the Holders of the required percentages of the Bond Obligation shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee hereinabove provided for is filed. The Authority shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this Section 1103 to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Holders of all Bonds and coupons at the expiration of forty (40) days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that any Fiduciary and the Authority during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

~~SECTION 1104. Modifications by Unanimous Consent.~~ The terms and provisions of the Resolution and the rights and obligations of the Authority and

~~of the Holders of the Bonds and coupons thereunder may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consent of the Holders of all the Bonds then Outstanding, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.~~

~~SECTION 1105~~1005. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article ~~XIX~~, and the Authority 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 or other action taken under this Article ~~X~~, the Authority shall furnish the Trustee a certificate of an Authorized Officer of the Authority, upon which the Trustee may rely, describing all Bonds so to be excluded.

~~SECTION 1106~~1006. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken ~~as in Article X or~~ this Article ~~XI provided~~ may, and, if the Trustee so determines, shall bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and presentation of his Bond for such purpose at the principal office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

ARTICLE XI

[DELETED]

ARTICLE XII

MISCELLANEOUS

SECTION 1201. Defeasance.

1. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds and coupons 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 this Resolution, then the pledge of ~~any Revenues Pledged Funds~~, and other moneys and securities pledged under this Resolution and all covenants, agreements and other obligations of the Authority 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 Authority to be prepared and filed with the Authority and, upon the request of the Authority, shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the Authority all moneys or securities held by them pursuant to the Resolution which are not required for the payment of principal or Redemption Price, if applicable, on Bonds or payment of coupons not theretofore surrendered for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Outstanding Bonds of a particular Series and the coupons appertaining thereto 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 Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of the Authority to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

2. Bonds or coupons or interest installments for the 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 Authority 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 subsection 1 of this Section. All Outstanding Bonds of any Series, or all or any portion of one or more maturities within a Series, and all coupons appertaining to such Bonds shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to

their maturity, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to give as provided in Article V notice of redemption of such Bonds on said date, (b) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment 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 or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to provide, as soon as practicable, by mail to the registered owners of all Registered Bonds so defeased. Neither Investment Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Investment 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 Investment 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 Authority as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing said Bonds or otherwise existing under the Resolution, 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 Investment Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, 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, and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien of pledge securing said Bonds or otherwise existing under the Resolution. For purposes of this Section, Investment Securities shall mean and include only such securities as are described in clauses (i) and (vi) of the definition of "Investment Securities" in Section 101.

3. Anything in the Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge for any of the Bonds or coupons 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 Authority, be repaid by the Fiduciary to the Authority, 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 Authority for the payment of such Bonds and

coupons; provided, however, that before being required to make any such payment to the Authority, the Fiduciary shall, at the expense of the Authority, cause to be published at least three times at intervals of not less than seven (7) days between publications, in Authorized Newspapers, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than forty-five (45) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

SECTION 1202. Evidence of Signatures of Bondholders and Ownership of Bonds.

1. Any request, consent, revocation of consent or other instrument which the Resolution 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. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons appertaining thereto, shall be sufficient for any purpose of the Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) 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 or any notary public or other officer authorized to take acknowledgments of deed, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an 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 corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

(2) The amount of Bonds transferable by delivery held by any person executing any instrument as a Bondholder, the date of his holding such Bonds, and the numbers and other identification thereof, may be proved by a certificate, which need not be acknowledged or verified, in form satisfactory to the Trustee, executed by the Trustee or by a member of a financial firm or by an officer of a bank, trust company, insurance company, or financial corporation or other depository wherever situated, showing at the date therein mentioned that such person exhibited to such member or officer or had on deposit

with such depository the Bonds described in such certificate. Such certificate may be given by a member of a financial firm or by an officer of any bank, trust company, insurance company or financial corporation or depository with respect to Bonds owned by it, if acceptable to the Trustee. In addition to the foregoing provisions, the Trustee may from time to time make such reasonable regulations as it may deem advisable permitting other proof of holding of Bonds transferable by delivery.

2. The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

3. Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

SECTION 1203. Prior Obligations Not Affected. Nothing contained in the Resolution shall be construed as impairing or destroying the obligation of the Authority in connection with any franchise, contract, agreement, lease or other arrangement entered into by the Authority in connection with the operation of the properties of the City by the Authority prior to the adoption of this Resolution, or to release any person, firm or corporation, public or private, from any debt or other obligation to the Authority pursuant to any such franchise, contract, agreement, lease or other arrangement.

SECTION 1204. Moneys Held for Particular Bonds and Coupons. 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 or coupons, shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds and coupons entitled thereto.

SECTION 1205. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of the Resolution shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, any other Fiduciary, and any Bondholder and their representatives, any of whom may make copies thereof.

SECTION 1206. Parties Interested Herein. Nothing in the Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Authority, the Fiduciaries and the Holders of the Bonds and the coupons thereunto appertaining, any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof, and all the covenants, stipulations, promises and agreements in the

Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Fiduciaries, and the Holders of the Bonds and the coupons thereunto appertaining.

SECTION 1207. 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 Resolution against any member or officer of the Authority or the City or any person executing the Bonds. Further, the Bonds do not constitute a debt of the City or a pledge of the faith and credit of the City. The Bonds and the interest thereon are payable solely from the funds pledged therefor under the Resolution. The issuance of Bonds under the Resolution shall not directly or indirectly or contingently obligate the City to levy or pledge any form of taxation whatever therefor or to make any appropriation for their payment.

SECTION 1208. Publication of Notice; Suspension of Publication.

1. Any publication to be made under the provisions of the Resolution in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the successive publications but may be made in a different Authorized Newspapers.

2. If, because of the temporary or permanent suspension of the publication or general circulation of Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to the Resolution in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

SECTION 1209. [Deleted].

SECTION 1210. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Resolution on the part of the Authority 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 Resolution.

SECTION 1211. Available PFC Revenues; Transition.

1. On the date the Consent Amendments become effective in accordance with the terms hereof, the Available PFC Revenues pledged to Bonds Outstanding, including the portion of the Series 2015A Bonds which financed the 2015A PFC Projects (the "Outstanding PFC Bonds"), shall continue to be so pledged subsequent to such effective date. However, for purposes of the Resolution, Available PFC

Revenues subsequent to such effective date shall be utilized in accordance with the Amended and Restated Bond Resolution, including, in particular, Section 727 hereof. Subsequent to the effective date of the Consent Amendments, such Available PFC Revenues shall be considered Revenues only for purposes of the pledge provided by the Resolution.

2. As permitted by the Amended and Restated Bond Resolution, the Authority hereby determines that Passenger Facilities Charges shall constitute Available PFC Revenues for the Outstanding PFC Bonds in each Fiscal Year starting with the Fiscal Year during which the Consent Amendments shall become effective, in an amount for each such Fiscal Year as set forth in the certificate of an Authorized Officer delivered in connection with the issuance of the Outstanding PFC Bonds. The amount of Available PFC Revenues specified in the certificate of an Authorized Officer for each such Fiscal Year shall be the amount required to pay the amount of principal of and interest due and payable on the Outstanding PFC Bonds in each such Fiscal Year as specifically set forth in the certificate of an Authorized Officer. Such Available PFC Revenues shall be deposited into the Available PFC Account and shall be transferred to the Bond Fund for the payment of the Outstanding PFC Bonds.

3. As provided in the Amended and Restated Bond Resolution, commencing in the Fiscal Year during which the Consent Amendments shall become effective, the Debt Service on the Outstanding PFC Bonds to be paid from Available PFC Revenues shall be irrevocably committed to payment of such Debt Service pursuant to this Section 1211 and Section 727 of the Amended and Restated Bond Resolution and shall not be included in calculating Debt Service in each applicable Fiscal Year for purposes of the Amended and Restated Bond Resolution.

4. In each of the Fiscal Years specified in subsection (2) above, the Authority shall deposit an amount of Passenger Facilities Charges as received by the Authority into the Bond Fund until there have been deposited therein during such Fiscal Year an amount of Passenger Facilities Charges at least equal to the committed amounts of Available PFC Revenues specifically set forth in the certificate of an Authorized Officer.

5. Any Passenger Facilities Charges received in any of the Fiscal Years specified in subsection (2) above in excess of the committed amounts of Available PFC Revenues as specifically set forth in the certificate of an Authorized Officer, including any investment earnings thereon, may be used by the Authority for paying the cost of projects eligible to be funded with Passenger Facilities Charges or as otherwise permitted by federal statute or the regulations promulgated by the Federal Aviation Administration with respect to Passenger Facilities Charges.

SECTION 1212. Rate Covenant; Transition. The Rate Covenant provided in Section 711 of the Amended and Restated Bond Resolution shall be operative for the entire Fiscal Year in which the effective date of the Consent Amendments occurs.

SECTION 1213. Additional Bonds Test; Transition. The Additional Bonds test provided in Section 204 of the Amended and Restated Bond Resolution shall be operative for all Additional Bonds issued on or subsequent to the effective date of the Consent Amendments.

SECTION 1214. Other Provisions; Transition. The Authority may adopt pursuant to Supplemental Resolution procedures for the transition of provisions in this Resolution to those of the Amended and Restated Bond Resolution.

ARTICLE XIII

BOND FORMS AND EFFECTIVE DATE OF RESOLUTION

SECTION 1301. Form of Bonds and Coupons and Trustee's Certificate of Authentication. Subject to the provisions of the Resolution, the Bonds of each Series, the coupons (if any) to be attached hereto, the validation certificate and the Trustee's certificate of authentication shall be, respectively, in substantially the following forms, with such insertions or omissions, endorsements and variations as may be required or permitted by the Resolution and the Act, in the form provided in the Supplemental Resolution authorizing such Series of Bonds.

~~[FORM OF COUPON BOND]~~~~CITY OF ORLANDO, FLORIDA~~~~AIRPORT FACILITIES REVENUE BOND, _____ SERIES~~~~\$5,000 _____ No. _____~~

The City of Orlando, Florida (herein called the "City"), a municipal corporation in the County of Orange, State of Florida, acknowledges itself indebted to, and for value received hereby promises to pay, solely from the revenues and special funds pledged therefor as hereinafter provided, to the bearer on the first day of _____, upon presentation and surrender of this bond, the principal sum of _____ Dollars (\$ _____) and, to pay solely from such revenues and special funds pledged therefor interest on such principal sum from the date hereof, at the rate of _____ per centum (____%) per annum, payable semi annually on the first days of _____ and _____ in each year until the City's obligation with respect to the payment of such principal sum shall be discharged as provided in the Resolution hereinafter mentioned, but only in the case of interest due on or before maturity of this bond, according to the tenor of the respective coupons therefor annexed hereto and upon presentation and surrender of said coupons as they severally become due. This bond, as to principal, interest and redemption price, will be payable at the principal offices of _____ or _____ (such banks and any successors thereto being referred to herein as the "Paying Agents"), at the option of the bearer, 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.

This bond is one of a duly authorized issue of bonds of the City designated "Airport Facilities Revenue Bonds, _____ Series" (the "_____ Series Bonds"), in the aggregate principal amount of \$ _____ issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City, under authority of and pursuant to Chapter 98-492, Special Laws of Florida 1998, as amended (herein called the "Act"), and under and pursuant to a resolution of the Authority adopted June 13, 1978, entitled "Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida" and a supplemental resolution of the Authority authorizing the _____ Series Bonds (said Airport Facilities Revenue Bond Resolution as supplemented being herein called the "Resolution"). As provided in the Resolution, this bond as to principal or redemption price thereof and interest thereon are payable solely from and secured by a pledge of the revenues of the Airport System (as defined in the Resolution) owned by the City and operated by the Authority, and other funds held or set aside under the Resolution. Copies of the Resolution are on file at the offices of the City and the Authority and at the principal office of _____, as Trustee

under the Resolution, or its successor as Trustee (herein called the "Trustee"), and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the bearers or registered owners of this bond with respect thereto and the terms and conditions upon which bonds are issued and may be issued thereunder.

As provided in the Resolution, bonds of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the City with the written consent of the holders of at least a majority in principal amount of the bonds then outstanding under the Resolution, and, in case less than all of the series of bonds would be affected thereby, with such consent of at least a majority in principal amount of the bonds of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of at least a majority in principal amount of the bonds of the particular series and maturity entitled to such sinking fund installment then outstanding; 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 under the Resolution, the consent of the holders of such bonds shall not be required and such bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any bond outstanding or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the holder of such bonds or shall reduce the percentages or otherwise affect the classes of bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

The bonds of the issue of which this bond is one are issuable in the form of coupon bonds in the denomination of \$5,000 and in the form of registered bonds without coupons in the denominations of \$5,000 or any integral multiple of

~~\$5,000. The holder of any coupon bond or bonds may surrender the same, with all unmatured coupons attached, at the above mentioned office of the Trustee, in exchange for an equal aggregate principal amount of registered bonds, without coupons, of any of the authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Resolution. In like manner, subject to such conditions and upon the payment of such charges, the owner of any registered bond or bonds without coupons may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of coupon bonds with appropriate coupons attached, or of registered bonds without coupons of any other authorized denominations.~~

~~The bonds of the issue of which this bond is one are subject to redemption prior to maturity, upon published notice as hereinafter provided, (i) in part by operation of the Debt Service Account in the Bond Fund established under the Resolution to satisfy Sinking Fund Installments, on _____ 1, _____ and on each _____ 1 thereafter, at the principal amount thereof together with accrued interest to the redemption date, and (ii) otherwise, as a whole or in part, at any time, at the election of the City on or after _____ 1, _____, at the respective redemption prices (expressed as percentages of the principal amount of the bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:~~

Period During which Redeemed _____	Redemption _____
<u>(both dates inclusive)</u>	<u>Price</u>

~~If less than all of the bonds of like maturity are to be redeemed, the particular bonds or portions of bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate.~~

~~The bonds of the issue of which this bond is one are payable upon redemption at the above mentioned offices of the Paying Agents. Notice of redemption shall be published once a week for at least three successive weeks in a newspaper or financial journal printed in the English language and published and of general circulation in the City of Orlando and in a similar newspaper or financial~~

~~journal in The City of New York, New York, respectively, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been published as aforesaid, the bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void.~~

~~The City has not pledged its faith and credit to the payment of the principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond shall not be payable from, or be a charge upon, any funds other than those pledged under the Resolution to the payment hereof. No holder of this bond shall ever have the right to compel the exercise of the taxing power of the City to pay the principal of, premium, if any, or the interest hereon, nor to enforce payment against any other property of the City, nor shall this bond, or any interest coupon appertaining hereto, constitute a charge, lien or encumbrance, legal or equitable, upon any other property of the City.~~

~~It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Florida or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of bonds of which this bond is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by said Constitution or statutes.~~

~~Neither this bond nor any coupons for interest thereon shall be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.~~

~~IN WITNESS WHEREOF, THE CITY OF ORLANDO, FLORIDA has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and countersigned by the Chairman of the Greater Orlando Aviation Authority, and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, and coupons for interest, bearing and authenticated by the facsimile signatures of its Mayor and the Chairman of the Greater Orlando Aviation Authority, to be hereunto attached, all as of the _____ day of _____.~~

CITY OF ORLANDO, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Chairman

[FORM OF COUPONS]

No. _____

On the _____ day of _____ (unless the bond hereinafter mentioned shall have been duly called for previous redemption and payment of the redemption price made or duly provided for) City of Orlando, Florida will pay to the bearer, but solely from the revenues and other funds pledged therefor and referred to in the bond hereinafter mentioned, at the principal offices of _____ or _____, at the option of the bearer, upon surrender of this coupon, _____ dollars (\$ _____) 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, being the interest then due on its Airport Facilities Revenue Bond, _____ Series, No. _____.

Mayor of the City of Orlando,
Florida

Chairman of the Greater Orlando
Aviation Authority

[FORM OF REGISTERED BOND]**CITY OF ORLANDO, FLORIDA****AIRPORT FACILITIES REVENUE BOND, _____ SERIES**

\$ _____ No. _____

The City of Orlando, Florida (herein called the "City"), a municipal corporation in the County of Orange, State of Florida, acknowledges itself indebted to, and for value received hereby promises to pay, solely from the revenues and special funds pledged therefor as hereinafter provided to _____, or registered assigns, on the first day of _____, the principal sum of _____ Dollars, and to pay solely from such revenues and special funds pledged therefor to the registered owner hereof interest on such principal sum from the date hereof at the rate of _____ per centum (_____ %) per annum, payable semi-annually on the first days of _____ and _____ in each year until the City's obligation with respect to the payment of such principal sum shall be discharged as provided in the Resolution hereinafter mentioned. This bond, as to principal, interest and redemption price, will be payable at the principal offices of _____, or _____ (such banks and any successors thereto being referred to herein as the "Paying Agents"), at the option of the registered owner hereof, 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.

This bond is one of a duly authorized issue of bonds of the City designated "Airport Facilities Revenue Bonds, _____ Series" (the "Series Bonds"), in the aggregate principal amount of \$ _____ issued by the Greater Orlando Aviation Authority (the "Authority"), an agency of the City, under authority of and pursuant to Chapter 98-492, Special Laws of Florida, 1998, as amended (herein called the "Act"), and under and pursuant to a resolution of the Authority adopted June 13, 1978, entitled "Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida" and a supplemental resolution of the Authority authorizing the _____ Series Bonds (said Airport Facilities Revenue Bond Resolution as supplemented being herein called the "Resolution"). As provided in the Resolution, this bond as to principal or redemption price thereof and interest thereon are payable solely from and secured by a pledge of the revenues of the Airport System (as defined in the Resolution) owned by the City and operated by the Authority, and other funds held or set aside under the Resolution. Copies of the Resolution are on file at the offices of the City and the Authority and at the principal office of _____, as Trustee under the Resolution, or its successor as

Trustee (herein called the "Trustee"), and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this bond, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the bearers or registered owners of this bond with respect thereto and the terms and conditions upon which bonds are issued and may be issued thereunder.

As provided in the Resolution, bonds of the City may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and otherwise may vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited except as provided in the Resolution, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the City, with the written consent of the holders of at least a majority in principal amount of the bonds then outstanding under the Resolution, and, in case less than all of the series of bonds would be affected thereby, with such consent of at least a majority in principal amount of the bonds of each series so affected then outstanding under the Resolution, and, in case such modification or amendment would change the terms of any sinking fund installment, with such consent of at least a majority in principal amount of the bonds of the particular series and maturity entitled to such sinking fund installment then outstanding; 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 under the Resolution, the consent of the holders of such bonds shall not be required and such bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding bonds. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the holder of such bond, or shall reduce the percentages or otherwise affect the classes of bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee or of any Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Resolution, only upon the books of the City kept for that purpose at the above mentioned office of the Trustee by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this bond together with a written instrument of transfer satisfactory to

the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new registered bond or bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The bonds of the issue of which this bond is one are issuable in the form of coupon bonds in the denomination of \$5,000 and in the form of registered bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000. The holder of any coupon bond or bonds may surrender the same, with all unmatured coupons attached, at the above mentioned office of the Trustee, in exchange for an equal aggregate principal amount of registered bonds, without coupons, of any of the authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Resolution. In like manner, subject to such conditions and upon the payment of such charges, the owner of any registered bond or bonds without coupons may surrender the same (together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney), in exchange for an equal aggregate principal amount of coupon bonds with appropriate coupons attached, or of registered bonds without coupons of any other authorized denominations.

The bonds of the issue of which this bond is one are subject to redemption prior to maturity, upon published notice as hereinafter provided, (i) in part by operation of the Debt Service Account in the Bond Fund established under the Resolution to satisfy Sinking Fund Installments, on _____ 1, and on each _____ 1 thereafter, at the principal amount thereof together with accrued interest to the redemption date, and (ii) otherwise, as a whole or in part, at any time, at the election of the City, on or after _____, at the respective redemption prices (expressed as percentages of the principal amount of the bonds or portions thereof to be redeemed) set forth below, in each case together with accrued interest to the redemption date:

Period During which Redeemed _____	Redemption _____
_____(both dates inclusive)_____	_____ Price

If less than all of the bonds of like maturity are to be redeemed, the particular bonds or portions of bonds to be redeemed shall be selected at random by the

~~Trustee in such manner as the Trustee in its discretion may deem fair and appropriate.~~

~~The bonds of the issue of which this bond is one are payable upon redemption at the above mentioned offices of the Paying Agents. Notice of redemption shall be published once a week for at least three successive weeks in a newspaper or financial journal printed in the English language and published and of general circulation in the City of Orlando and in a similar newspaper or financial journal in The City of New York, New York, respectively, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, all in the manner and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been published as aforesaid, the bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for the payment of the redemption price of all the bonds to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such bonds shall cease to accrue and become payable to the holders or registered owners entitled to payment thereof on such redemption, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void.~~

~~The City has not pledged its faith and credit to the payment of the principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond. The principal of, premium, if any, or interest on this bond shall not be payable from, or be a charge upon, any funds other than those pledged under the Resolution to the payment hereof. No holder of this bond shall ever have the right to compel the exercise of the taxing power of the City to pay the principal of, premium, if any, or the interest hereon, nor to enforce payment against any other property of the City, nor shall this bond, or any interest coupon appertaining hereto, constitute a charge, lien or encumbrance, legal or equitable, upon any other property of the City.~~

~~It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of Florida or the Resolution to exist, to have happened or to have been performed precedent to or in the issuance of this bond, exist, have happened and have been performed and that the issue of bonds of which this bond is one, together with all other indebtedness of City, is within every debt and other limit prescribed by said Constitution or statutes.~~

~~This bond shall not be entitled to any security, right or benefit under the Resolution or be valid or obligatory for any purpose, unless the certificate of authentication hereon has been duly executed by the Trustee.~~

IN WITNESS WHEREOF, the City of Orlando, Florida has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor, and countersigned by the Chairman of the Greater Orlando Aviation Authority and its corporate seal (or a facsimile thereof) to be affixed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Clerk, all as of the _____ day of _____, _____.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor

ATTEST: **GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
City Clerk _____ Chairman

{FORM OF VALIDATION CERTIFICATE ON ALL BONDS}

This bond is one of a series of bonds which were validated by judgment of the Circuit Court of the Ninth Judicial Circuit of the State of Florida, in and for Orange County, rendered on _____, _____.

Mayor of the City of Orlando,
Florida

Chairman of the Greater Orlando
Aviation Authority

[FORM OF CERTIFICATE OF AUTHENTICATION ON ALL BONDS]

TRUSTEE'S CERTIFICATE

This bond is one of the bonds executed and delivered pursuant to the within mentioned Resolution.

Trustee

By: _____
Authorized Officer

SECTION 1302. ~~Effective Date of Resolution. This Resolution shall become effective upon approval thereof by the City Council by proper resolution.~~ Effective Date of Amended and Restated Bond Resolution and Consent Amendments. Upon (i) receipt of the written consent thereto of the Holders of at least a majority of the principal amount of the Bonds Outstanding, (ii) receipt of consent or approval of any other entities which have been provided such right, including the City, and (iii) compliance with the relevant provisions of Articles X and XI of the Airport Facilities Revenue Bond Resolution, this Amended and Restated Bond Resolution will be deemed adopted and the Consent Amendments contained therein shall become effective. Upon the adoption of this Amended and Restated Bond Resolution, this Amended and Restated Bond Resolution shall supersede all other prior bond resolutions of the Authority in all respects.

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Airport Facilities Revenue Bond Resolution approved and adopted by Greater Orlando Aviation Authority Board on _____, _____, 2015.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Chairman

APPENDIX D

RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT

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**RESOLUTION OF THE
GREATER ORLANDO AVIATION AUTHORITY**

RELATING TO

**AIRLINE RATES AND CHARGES AND AIRLINE
OPERATING TERMS AND CONDITIONS FOR THE
USE OF FACILITIES AND SERVICES AT
ORLANDO INTERNATIONAL AIRPORT**

October 16, 2013

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RESOLUTION

WITNESSETH:

WHEREAS, the City of Orlando is the owner of the Airport located in the City of Orlando, County of Orange, State of Florida; and

WHEREAS, pursuant to an agreement dated September 27, 1976, as amended, with the City of Orlando, City Document No. 13260-1, the Authority has custody, control, and management of the Airport, and under its governmental responsibilities, operates the Airport for the accommodation of air commerce transportation; and

WHEREAS, the Authority has the right to lease, license, or otherwise provide for the use of land, property and facilities of the Airport and has full power and authority to establish Rates and Charges and operating terms and conditions for such use; and

WHEREAS, Airlines engaged in the business of transportation by air of persons, property, mail, parcels and/or cargo desire to conduct operations at the Airport; and

WHEREAS, the Authority desires to adopt this Resolution to establish the permitted activities and operating terms and conditions of Airlines, and Rates and Charges payable by Airlines, with respect to the use and occupancy of the Airport;

NOW, THEREFORE, BE IT RESOLVED by the Greater Orlando Aviation Authority that:

ARTICLE 1 DEFINITIONS

The following words, terms and phrases wherever used in this Resolution shall have the following meanings:

1.1 Affiliate shall mean any Airline that has signed an Operating Permit or Letter of Authorization and (i) is a parent or wholly owned subsidiary of another Airline, or (ii) operates under essentially the same trade name as another Airline at the Airport and uses essentially the same livery as such other Airline.

1.2 Airfield or Airfield Cost Center shall mean those portions of the Airport, excluding the Terminal Apron, providing for the landing, taking off, and taxiing of aircraft, including without limitation, approach and turning zones, runway protection zones, safety areas, infield areas, landing and navigational aids, service roads, fencing, buffer areas, fuel farm, fuel hydrant and delivery systems, clear zones, aviation or other easements, access roadways, perimeter roads, runways, a fully integrated taxiway system, runway and taxiway lights, and other appurtenances related to the aeronautical use of the Airport, including any property

purchased for noise mitigation purposes, as may be designated from time to time by the Authority in its reasonable discretion.

1.3 Airline shall mean a legal entity certificated by the United States Department of Transportation as either a passenger or cargo carrier.

1.4 Airline Equipment shall mean loading bridges, pre-conditioned air, ground power/400Hz, potable water, fire bottles and related equipment used to transport passengers between the Terminal and an aircraft.

1.5 Airline Equipment Charge shall mean the amount payable by an Airline for the use of Airline Equipment, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.6 Airline Equipment Expenses shall mean the aggregate annual cost to the Authority of acquiring and maintaining all Airline Equipment, which cost (a) shall include Debt Service, Operating Expenditures and Amortization, but (b) shall not include the acquisition cost of items purchased by the Authority with PFC's or funds from federal or state grants.

1.7 Airline Premises shall mean those areas in the Terminal or Terminal Aprons assigned to an Airline from time to time, including but not limited to areas assigned in connection with a Letter of Authorization. The use or occupancy of premises at the Airport that is not in the Terminal or on the Terminal Apron (e.g. hangars), and that is leased by an Airline subject to a separate agreement between the Authority and such Airline, shall not be governed by the terms of this Resolution, except to the extent set forth in such separate agreement.

1.8 Airport shall mean Orlando International Airport, owned by the City of Orlando and operated by the Authority, including all real property easements or any other interest therein as well as all improvements and appurtenances thereto, structures, buildings, fixtures, and all tangible personal property or interest in any of the foregoing, now or hereafter owned, leased or operated by the Authority.

1.9 Air Transportation Business shall mean the scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo.

1.10 Airport System shall mean all real property owned or operated from time to time by the Authority, and any interest therein, including improvements thereto, structures, buildings, fixtures, and other personal property, which comprise part of the Airport, Orlando Executive Airport or any airport hereafter owned by the Authority or by the City of Orlando and leased or operated by the Authority.

1.11 Amortization shall mean the annualized cost of capital assets and projects (including renewal and replacement projects and other expenditures) funded with Authority funds, amortized over the reasonably expected life of the respective asset, project or expenditure, and charged to the Cost Center(s) to which the asset, project or expenditures relates and, within

the Terminal Cost Center, if and to the extent appropriate, to the Baggage System, the FIS or the Airline Equipment Expenses.

1.12 Apron Use Fee shall mean the amount payable by an Airline for the use of the Terminal Apron, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.13 Authority shall mean the Greater Orlando Aviation Authority, created pursuant to Chapter 57-1658, Special Laws of Florida 1957, as replaced by Chapter 98-492, Laws of Florida, as amended, and, for purposes of carrying out and exercising the obligations, rights and duties of such entity hereunder, its board and executive staff, as the context requires.

1.14 Authority Policies and Procedures shall mean the operating rules, policies, procedures, terms, conditions and directives relating to operations at the Airport, as publicly posted or available (e.g. on the Authority's website) or as announced from time to time by the Executive Director or the Executive Director's designee, or as set forth, from time to time, in the Airline Operations Procedures (or similar document), all as may be amended from time to time by the Authority, which amendments shall be effective after reasonable notice to the persons to whom such amendments apply, including, in certain cases, notice by public posting.

1.15 Baggage System shall mean the Inbound Baggage System and the Outbound Baggage System.

1.16 Bond Resolution shall mean the Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of City of Orlando, Florida, adopted by the Authority on June 13, 1978, codified on September 17, 2008 and as the same has and may hereafter, from time to time, be amended and supplemented by Supplemental Resolution, as defined in the Bond Resolution.

1.17 Bonds shall mean the Airport Facilities Revenue Bonds issued by the Authority pursuant to the Bond Resolution.

1.18 Chargeable Landings shall mean all Revenue Landings and those Non-Revenue Landings whenever the same aircraft subsequently departs the Airport as a revenue generating flight.

1.19 City shall mean the City of Orlando, Florida.

1.20 Committed Premises shall mean Exclusive Use Premises and Preferential Use Premises assigned to an Airline pursuant to a Letter of Authorization.

1.21 Common Use Baggage Charges shall mean charges payable by the Airlines for use of the Inbound Baggage System and the Outbound Baggage System, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.22 Common Use Premises shall mean Airline Premises, other than Preferential Use Premises and Exclusive Use Premises, that are assigned by the Authority from time to time for use and occupancy by an Airline and paid for on an activity basis, whether by Facility Fee or Common Use Baggage Charges, and shall include, for example, ticket counters, baggage make-up, Baggage System, gates, holdrooms, aprons and loading bridges. Common Use Premises may be designated as such from time to time in the Authority Policies and Procedures.

1.23 Cost Centers shall mean those distinct areas or functional activities of the Airport System established by the Authority from time to time and used for the purposes of accounting for Revenues, Operating Expenditures, Amortization and Debt Service, and for calculating Rates and Charges.

1.24 Debt Service shall mean any principal, interest, premium, and other fees and amounts either paid or accrued for, or required under applicable documents to be paid or accrued for, Bonds, Subordinated Indebtedness or Other Indebtedness, exclusive of amounts funded by Available PFC Revenues (as defined in the Bond Resolution).

1.25 Deplaned Passenger shall mean any passenger disembarking an aircraft at the Terminal, including any such passenger that (a) shall subsequently board another aircraft of the same or a different Airline or (b) subsequently board or remain on board the same aircraft operating under a different flight number than at the time it landed at the Airport.

1.26 Effective Date shall mean November 1, 2013.

1.27 Enplaned Passenger shall mean any passenger boarding an aircraft at the Terminal, including any such passenger that (a) previously disembarked from another aircraft of the same or a different Airline or (b) disembarked from or remained on board the same aircraft operating under a different flight number than at the time it landed at the Airport.

1.28 Environmental Laws shall have the meaning set forth in Section 17.5(a)(i) below.

1.29 Exclusive Use Premises shall mean those portions of the Terminal available for use and occupancy for a fixed monthly amount, and assigned to an Airline on an exclusive basis. Exclusive Use Premises may be designated as such from time to time in the Authority Policies and Procedures.

1.30 Executive Director shall mean the Executive Director of the Authority, and shall include such person or persons as may from time to time be authorized in writing by the Authority or by the Executive Director or applicable law to act for the Executive Director with respect to any or all matters pertaining to the operation of the Airport.

1.31 FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

1.32 Facility Fee shall mean a Per Turn fee payable by an Airline for the right to use Common Use Premises assigned to an Airline (other than the Baggage System), for the

processing of passengers and baggage (e.g. gate, check-in counter, queue space, holdroom, bag make-up space and equipment, Airline Equipment, Terminal Apron, etc.), as established from time to time by the Authority based on calculations using the Rate Methodology.

1.33 Fiscal Year shall mean the annual accounting period of the Authority for its general accounting purposes which, as of the Effective Date, is the period of twelve consecutive months, ending with the last day of September of any year.

1.34 FIS shall mean the Federal Inspection Services facilities located in the Terminal.

1.35 FIS Fees shall mean the per person-on-board fee payable by Airlines for the use of the FIS, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.36 FIS Space shall mean those areas in the Terminal used for the processing of arriving international passengers that require federal processing, including associated sterile corridors, customs and immigration control, international baggage claim areas, and federal agency offices.

1.37 Ground Transportation Cost Center shall mean those areas of the Airport designated from time to time by the Authority for public automobile parking, automobile rental agencies, taxi, bus and limousine parking areas, and other nonaeronautical transportation related accommodations and services for the public arriving at or leaving the Terminal, as designated as such from time to time by the Authority.

1.38 Hotel shall mean the hotel facility, including guest rooms, meeting rooms restaurants and lobby areas, located in the landside Terminal building.

1.39 Identified Affiliate shall have the meaning set forth in Section 5.3 below.

1.40 Inbound Baggage System shall mean the Airport space, facilities and equipment used to process passenger bags from the time a bag is removed from an aircraft until it is claimed by, or delivered to, the passenger, including bag claim, bag drop off, and 50% of the tug road, but excluding bag make-up and any remote (non-Terminal) screening facilities and equipment for which the Authority incurs no operational or maintenance costs.

1.41 International Gates shall have the meaning set forth in Section 4.2(a) below.

1.42 Landing Fee shall mean the amount payable by an Airline for the use of the Airfield, as designated from time to time by the Authority based on calculations using the Rate Methodology.

1.43 Letter of Authorization shall mean a written commitment by an Airline, in a form acceptable to the Authority, to use and occupy Committed Premises for a stated duration.

1.44 Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand pound units for each aircraft operated at the Airport by an Airline, as certificated by the FAA or its successor.

1.45 Non-Revenue Landing shall mean any aircraft landing by an Airline at the Airport for a flight for which the Airline receives no revenue, which shall include any flight, that after having taken off from the Airport and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency or precaution.

1.46 Operating Expenditures (or O&M Expenditures) shall mean all Operating Expenses (reduced by any reimbursements or grants received from governmental entities to offset Operating Expenses), all repair, replacement, operating, maintenance and other reserves (including the Operating Reserve Requirement) required or deemed prudent in the reasonable discretion of the Authority, and expenditures for the purpose of paying the cost of rebuilding, reconstructing, altering, replacing and renewing the facilities of the Airport (other than expenditures of casualty insurance proceeds), and construction and acquisition of improvements to capital assets of the Airport.

1.47 Operating Expenses shall mean all direct, indirect or general administrative, operational and maintenance expenses, paid, payable or accrued, of the Authority to operate, maintain, and conduct ordinary current repairs or replacements of or at the Airport and shall include, without limiting the generality of the foregoing, insurance premiums, insurance claims and related costs, self-insurance retentions, administrative fees, administrative expenses of the Authority, employment compensation and costs, engineering, architectural, legal, accounting and airport consultant fees and costs, replacement and/or repair of all vehicles, rolling stock and moveable equipment, fees and expenses relating to any Bonds not included in Debt Service, and such other current expenses of the Authority incurred in connection with the operation of the Airport. Operating Expenses shall not include any allowance for depreciation or obsolescence of capital assets used at the Airport, or any operating expenses of special purpose facilities buildings where the lessees thereof are obligated to pay such operating expenses. Direct and indirect operating expenses shall be allocated by the Authority from time to time to the Cost Center to which those expenses relate.

1.48 Operating Permit shall mean a written acknowledgment by an Airline, in a form acceptable to the Authority, of the applicability of this Resolution to such Airline's use of the Airfield, Terminal Apron and Terminal space, facilities and equipment.

1.49 Operating Reserve Requirement (or O&M Reserve Requirement) shall mean the operating reserve amount required to be created and maintained in accordance with the Bond Resolution, or, in the absence thereof, such amount deemed reasonable in the discretion of the Executive Director.

1.50 Other Buildings and Grounds Cost Center shall mean those areas of the Airport not in the Airfield Cost Center, Terminal Cost Center, Ground Transportation Cost Center, or Other Cost Center.

1.51 Other Cost Center shall mean those areas of the Airport specifically designated from time to time by the Authority in its reasonable discretion as not belonging in another Cost Center, including, but not limited to, rail corridors, terminals and operations.

1.52 Other Indebtedness shall mean any debt incurred by the Authority for Airport purposes which is outstanding and not authenticated and delivered under and pursuant to the Bond Resolution or any Subordinated Bond Resolution.

1.53 Outbound Baggage System shall mean the Airport space, facilities, and equipment used to process passenger bags from the time a bag is checked until it is loaded on an aircraft, including the in-line baggage handling system and 50% of the tug road, but excluding bag make-up and any remote (non-Terminal) screening facilities and equipment for which the Authority incurs no operational or maintenance costs.

1.54 Passenger Facility Charge (or PFC) shall mean the fees authorized by 49 U.S.C. 40117 and regulated by 14 CFR Part 158 as such statute and regulations currently exist or as they may be amended.

1.55 Performance Security shall have the meaning set forth in Section 7.6(a) below.

1.56 Per Turn shall mean a single inbound and outbound flight operation, for which an Airline uses certain Terminal space, facilities and/or equipment, other than Committed Premises.

1.57 Preferential Use Premises shall mean those portions of the Terminal and Terminal Aprons assigned to an Airline pursuant to a Letter of Authorization for use and occupancy for a fixed monthly amount and to which such Airline will have scheduling priority over other users. Preferential Use Premises may be designated as such from time to time in the Authority Policies and Procedures.

1.58 Public Space shall mean all public sidewalks, stairways, hallways, corridors, elevators, escalators, entrance-ways, lobbies and waiting areas, passenger screening areas, passenger transit system, restrooms, and other similar areas made available by the Authority from time to time for use by passengers, Authority and Airline employees, and other members of the public; areas used by the Orlando Police Department and TSA that are not rented; and areas used for the operation, maintenance or security of the Terminal, even if used solely by the Authority (such as utility rooms, ductways, janitorial rooms and closets), as such may be designated from time to time.

1.59 Rate and Revenue Sharing Agreement shall mean an agreement between one or more Airlines and the Authority, whereby the Authority agrees to share with such Airlines certain net Revenues, as set forth in such agreement.

1.60 Rate Methodology shall mean the formulas, methods and calculations used to derive Rates and Charges, as such are adopted by the Authority from time to time and set forth in a rate book or rate package that is delivered to Airlines, published or otherwise made available for review each year, but exclusive of any tables or other attachments thereto.

1.61 Rates and Charges shall have the meaning set forth in Section 7.1 below.

1.62 Rentable Space with respect to the Terminal shall mean the areas in the Terminal that are rentable to tenants, including office and administrative space used by the Authority, but specifically excluding Public Space, FIS Space and Hotel space; as such may be determined from time to time by the Authority. Untenable areas committed for leasing to a future tenant when renovated shall not be considered rentable during the period of such commitment until the lease period commences.

1.63 Resolution shall mean this resolution, including the Rate Methodology and resulting Rates and Charges incorporated herein, as modified, amended or replaced by the Authority from time to time.

1.64 Revenue Landing shall mean any aircraft landing by an Airline at the Airport for which such Airline receives revenue.

1.65 Revenues shall mean income received or accrued by the Authority in accordance with generally accepted accounting practices, including investment earnings, from or in connection with the ownership or operation of the Airport or any part thereof, or the leasing or use thereof; provided, however, Revenues shall specifically exclude: (a) gifts, grants and other funds which are restricted by their terms to purposes inconsistent with the payment of general Operating Expenses or payment of Debt Service; (b) insurance proceeds; (c) any gain from the sale, exchange or other disposition of real property of the Airport, (d) any unrealized gains on securities held for investment by or on behalf of the Authority; (e) any gains resulting from changes in valuation of any Swap; (f) any unrealized gains from the reappraisal or revaluation of assets; (g) the proceeds of debt; (h) Passenger Facility Charges and the interest earned therefrom, (i) customer facility charges and interest earned therefrom; (j) investment income derived from any moneys or securities placed in escrow or trust to defease Debt Service; (k) any arbitrage earnings which are required to be paid to the United States of America pursuant to Section 148 of the Code; (l) any exclusions from the definition of Revenues in the Bond Resolution, (m) Available PFC Revenues (as defined in the Bond Resolution) whether applied to Debt Service, or deposited into the PFC Fund, and (n) interest earnings or other investment earnings on any account in the construction fund established by any supplement to the Bond Resolution unless otherwise provided in such supplement.

1.66 Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to any Subordinated Bond Resolution.

1.67 Subordinated Bond Resolution shall mean a bond resolution, indenture or related document granting a pledge subordinate to the pledge granted by the Bond Resolution, and

authorizing the issuance by the Authority of Subordinated Indebtedness, as such may be supplemented or amended from time to time.

1.68 Substantial Completion shall mean the date on which the Authority's architects and/or engineers certify any premises at the Airport to be substantially complete as to permit use and occupancy sufficient for its intended use.

1.69 Terminal or Terminal Cost Center shall mean the passenger terminal building, including all landside and airside passenger terminal facilities, and, to the degree appropriate, access roadways, tunnels, sidewalks and people mover systems used to access the terminals, as such may be designated from time to time by the Authority.

1.70 Terminal Aprons shall mean those areas of the Airport surrounding the Terminal that are designated for the parking, including overnight parking and remote parking, of passenger aircraft, support vehicles and equipment, the loading and unloading of passenger aircraft, and taxi lanes for circulation.

1.71 Terminal Premises Rate shall be the amount per square foot payable by the Airlines for the use or occupancy by the Airlines of Committed Premises and other Exclusive Use Premises, as designated from time to time by the Authority based on calculations using the Rate Methodology.

1.72 Transition Period shall have the meaning set forth in Section 3.2 below.

1.73 TSA shall mean the Transportation Security Administration of the Department of Homeland Security, or any successor.

Additional words and phrases used but not defined herein shall have the meanings as defined under the Bond Resolution or, if not so set forth, shall have their usual and customary meaning.

ARTICLE 2

EFFECTIVE DATE AND LEASE AGREEMENTS

2.1 Effective Date. This Resolution, along with the determination of Rates and Charges set forth herein, shall be effective on the Effective Date, and shall continue in effect until modified, amended or terminated by the Authority.

2.2 Lease Agreements.

(a) At the Effective Date, any and all agreements between Airlines and the Authority for the lease and use of the Airfield and Terminal facilities at the Airport, shall terminate and be of no further force and effect, except that (a) any obligations of payment by either an Airline or the Authority to the other under such agreements, (b) any approvals for capital projects, and (c) any other obligations intended to survive termination pursuant to the terms of such agreements, shall survive termination until such obligations have been satisfied.

(b) During the period from October 1, 2013 to the Effective Date (the "Holdover Period"), Airlines that are party to the Airline-Airport Lease and Use Agreement expiring September 30, 2013 ("LUA Agreement") shall be in holdover status in accordance with the terms of the LUA Agreement.

(c) Airlines that enter into retroactive Letters of Authorization during the Transition Period, as described in Section 3.2(a), shall be deemed to have made the same retroactive commitments for leased space under the LUA Agreement for the Holdover Period as were made for Committed Premises during the Transition Period under such Letters of Authorization. The Authority shall recalculate amounts payable by each Airline during the Holdover Period under the LUA Agreement based on retroactively revised amounts of leased space and such Airline's actual use of space, and to the extent an Airline paid more during the Holdover Period than would have been due had invoices been based under the LUA Agreement on the retroactive commitments for leased space, the Authority shall apply such excess to Airline's next subsequent invoices. There shall be no adjustment hereunder for a retroactive increase in leased space unless specifically requested by an Airline, but, in all cases, Airlines shall be charged for, and shall pay, for all space used by Airlines during the Holdover Period in accordance with the terms of the LUA Agreement.

ARTICLE 3

APPLICABILITY OF RESOLUTION AND TRANSITION PROVISIONS

3.1 Applicability of Resolution. This Resolution shall apply to all Airlines operating at the Airport and/or making use of the Airfield or Terminal at the Airport, whether or not such Airline specifically agrees in writing to the terms hereof. All Airlines operating at the Airport are expected to sign and deliver to the Authority either a Letter of Authorization or an Operating Permit prior to the Effective Date of this Resolution or prior to commencement of operations at the Airport. In any event, use of the Airfield or Terminal by an Airline in connection with its operations shall constitute the agreement by such Airline with the terms and conditions hereof, including in particular the Rate Methodology and the Rates and Charges described or authorized herein.

3.2 Transition Period.

(a) Notwithstanding anything herein to the contrary, Airlines shall be permitted to sign and deliver to the Authority Letters of Authorization for Committed Premises through December 31, 2013 and have such Letters of Authorization apply retroactively to the Effective Date (the period from the Effective Date through December 31, 2013 referred to herein as the "Transition Period"). During the Transition Period, the Authority shall monitor and, as requested, each Airline shall report, all activity by each Airline, and all use by each Airline of the premises, facilities and equipment, in the Terminal Cost Center, Airfield Cost Center and Terminal Apron. As a result of such information, the Authority shall use reasonable efforts to determine appropriate Rates and Charges for the Transition Period, based on such activity and use and the Committed Premises applicable to each Airline on the Effective Date pursuant to a retroactive Letter of Authorization. For example, whether the use of a gate, holdroom, ticket counter and corresponding queue space is charged a Facility Fee or under an Airline's Committed Premises shall be determined by an analysis of overlapping dwell times in the manner described in Section 4.2(b) below for International Gates. All reasonable determinations of use and occupancy by the Authority shall be final and binding on the Airlines.

(b) During the Transition Period, each Airline will be invoiced, and shall pay, for the use of the Airfield, Terminal and Terminal Apron at the same rates as such Airline was paying at the end of Fiscal Year 2013, until the first month after an effective Letter of Authorization is signed and delivered to the Authority by such Airline, after which such Airline will be invoiced, and shall pay, Rates and Charges calculated in accordance with the Rate Methodology. As soon as possible following the Transition Period, the Authority shall calculate the Rates and Charges each Airline should have paid had all invoices issued during the Transition Period been based on Rates and Charges calculated under this Resolution in light of the retroactive Letters of Authorization, and (i) to the extent an Airline paid more than what would have been invoiced under this Resolution, the Authority shall apply such excess to Airlines next subsequent invoices or (ii) to the extent an Airline paid less than what would have been invoiced under this Resolution, such Airline shall pay such shortfall to the Authority within thirty (30) days after receipt of an invoice for such shortfall.

(c) Notwithstanding the adjustments described in 3.2(b) above, all Airline payments and activity during or with respect to the Transition Period shall be subject to a year-end true up pursuant to Section 7.1(c).

ARTICLE 4 TERMINAL PREMISES

4.1 Use and Occupancy of Terminal Premises.

(a) Unless an Airline enters into a Letter of Authorization for Committed Premises, Airlines shall use such Terminal space, facilities and equipment (e.g. gates, holdrooms, ticket counters and corresponding queue space, bag make up, administrative offices, club space, ramp operations and crew base facilities) as shall be assigned to them from time to time by the Authority. Use of particular Baggage System equipment (e.g. bag claim devices) shall be assigned by the Authority to Airlines from time to time based on operational efficiencies and Airline needs. All such assignments shall be made by the Authority after consultation with, or receipt of information from, an Airline regarding such Airline's anticipated space, facilities and equipment needs, or, in the absence of any consultation or receipt of information, after a reasonable evaluation by the Authority of such Airline's anticipated space, facilities and equipment needs.

(b) Except as set forth in Section 4.2 below with respect to International Gates, Airlines assigned specific Committed Premises pursuant to a Letter of Authorization shall be entitled to the exclusive or preferential use of such Committed Premises, as applicable, for the applicable term set forth in such Letter of Authorization.

(c) At such time as (a) the Airline Premises are, in the reasonable discretion of the Executive Director, insufficient to support an Airline's operations, (including operations of an Identified Affiliate), as evidenced by actual use or occupancy by such Airline of space, facilities or equipment not assigned to such Airline, either under a Letter of Authorization or on a Per Turn basis, and such Airline fails to promptly and permanently vacate use or occupancy of such unassigned space, facilities or equipment following notice from the Authority to vacate such premises, or (b) use of the Airline Premises exceeds the legal capacity for such space, facilities or equipment, the Authority shall be entitled to assign and charge to such Airline additional space, facilities or equipment on a Per Turn basis reasonably sufficient for such Airline's needs. Alternatively, such Airline may commit to occupy and use such space, facilities or equipment in accordance with a Letter of Authorization.

(d) Each Airline shall accept the Airline Premises assigned to it, "as is". The Authority shall have no obligation to do any work on, or make any improvements to or with respect to, the Airline Premises or the condition thereof, unless otherwise specifically agreed to by the Authority.

(e) The Authority may, in its reasonable discretion, (i) make changes in the Airport boundaries, the categories of space (e.g. Public Space to Rentable Space) or the configuration or amount of space, and (ii) identify new, destroyed, demolished, untenable, decommissioned or re-commissioned facilities or space. In any such event, or upon any change in Committed Premises made hereunder, the Authority may amend any applicable Letters of Authorization, and, upon notice to the affected Airline, such amended Letter of Authorization

shall replace any prior Letter of Authorization; provided, however, that Rates and Charges for any changes in Committed Premises hereunder may not be increased by any material amount without the agreement of the affected airline.

(f) The Authority may, from time to time, establish minimum or maximum space, facilities and/or equipment usage requirements, pursuant to Authority Policies and Procedures. For example, Airlines desiring to use a gate and holdroom on either a Per Turn basis or pursuant to a Letter of Authorization may be assigned a corresponding minimum amount of ticket counter and related queue space.

4.2 International Gates.

(a) Because of the limited number of gates available to be used for incoming international flights bringing passengers that must be processed or cleared through the FIS ("International Gates"), an Airline that includes an International Gate and holdroom as part of its Committed Space will receive preferential occupancy and use for scheduled flights of one or more International Gates, as assigned from time to time by the Authority, but not preferential occupancy and use of any particular International Gate.

(b) All flights of an Airline that has included one International Gate as part of its Committed Premises, shall be considered to have used, and shall be charged as if it used, a single International Gate as part of its Committed Premises, even if such flights are assigned by the Authority to different International Gates, but only if such flights using International Gates do not have overlapping dwell times (i.e., such flights could have used the same International Gate if they were assigned by the Authority to the same International Gate). If any flights of an Airline that has included one International Gate as part of its Committed Premises, have overlapping dwell times at International Gates, only one of such flights shall be deemed to have used, and shall be charged as if it used, an International Gate as part of its Committed Premises, and the other overlapping flights shall be charged a Facility Fee for use of an International Gate on a Per Turn basis. An Airline that includes two International Gates as part of its Committed Premises may have up to two flights with overlapping dwell times charged as if it used two International Gates as part of its Committed Premises.

(c) Dwell time and excess dwell time charges shall apply to International Gates included as part of an Airline's Committed Premises, as set forth in the Authority Policies and Procedures. Overnight parking locations at International Gates shall be assigned by the Authority, with Airlines that have included an International Gate as part of its Committed Premises entitled, at no additional cost, to one assigned overnight parking location at an International Gate or a remote overnight location for each International Gate included as part of Committed Premises. The time when an aircraft may begin and a time when an aircraft must end overnight parking at an International Gate shall be established from time to time by Authority Policies and Procedures.

4.3 Letters of Authorization.

(a) Letters of Authorization may be signed by an Airline at any time in order to classify Airline Premises as Committed Premises, but shall not be effective until signed by the Authority. Letters of Authorization may be for any duration of three (3) months or longer, and may expire at the end of any month; provided that Letters of Authorization for Preferential Use Premises may only expire at the end of a Fiscal Year.

(b) Airlines beginning operations at the Airport may be granted by Authority Policies and Procedures a period of time following the commencement of operations to sign a Letter of Authorization having an effective date retroactive to the date operations commenced.

(c) The Authority may assign to an Airline the right to use or occupy another Airline's (the "Committed Airline") Preferential Use Premises, but only if such Preferential Use Premises is not being used or scheduled for use by the Committed Airline. The Committed Airline shall not be entitled to any Rates and Charges or other fees paid by the Airline using its Preferential Use Premises on account of such use.

(d) Letters of Authorization may not be signed for, and Committed Premises may not include, any portion of the Baggage System, which shall be assigned by the Authority from time to time based on operational considerations and shall be paid for by the Airlines using the Baggage System in accordance with the Common Use Baggage Charges.

4.4 Transfer of Operations.

(a) In the event new or expanded facilities are developed at the Airport, and the Authority either agrees, or determines under 4.4(b), to relocate an Airline's Committed Premises, in whole or in part, to the new or expanded facilities, the Authority shall give notice to such Airline of the estimated Substantial Completion date at least ninety (90) days prior thereto. A relocated Airline may install in its Committed Premises in such new or expanded facilities, its own equipment and furnishings, subject to the Authority Policies and Procedures, no earlier than sixty (60) days prior to the estimated date of Substantial Completion. Such Airline shall begin its operations from any new or expanded Committed Premises on the date of Substantial Completion thereof, unless otherwise directed by the Authority.

(b) The Authority may at any time, and from time to time, relocate an Airline's Committed Premises to alternative Terminal locations and facilities if the Authority determines that such relocation is required to accommodate a new Airline, to make available sufficient contiguous space to accommodate the expansion or growth of another Airline, to replace damaged or destroyed premises, or to utilize Airport Terminal facilities in a fair and efficient manner; provided that (1) the Authority will provide any affected Airline at least ninety (90) days advance notice of such relocation, (2) except as described below, the Authority will reimburse the reasonable out of pocket costs incurred by such Airline to complete such relocation (including, without limitation, all installation costs), and (3) the new Committed Premises shall be comparable in size (e.g. 30 feet of counter space to approximately 30 feet of

counter space) and character (e.g. 2 gates to 2 gates), though not necessarily identical or comparable in square footage, quality, appearance, layout or appointments, to the Committed Premises being vacated. The Authority shall have no obligation to reimburse an Airline for costs incurred by such Airline to relocate such Airline's Committed Premises, if such relocation was requested by Airline or determined by the Authority as being necessary, in the reasonable judgment of the Authority, to accommodate such Airline's expansion or growth.

(c) An Airline may request in writing that the Authority relocate any Airline Premises, which request may be accepted or denied by the Authority in its exclusive discretion. An Airline shall pay all costs of any relocation requested by an Airline, including any costs necessary to relocate another Airline in order to accommodate the requesting Airline's relocation.

(d) No relocation of Airline Premises, either temporarily or permanently, shall have any effect on Airline's obligation to pay Rates and Charges herein, except for any change caused by a difference in the total Rentable Space for Committed Premises assigned under a Letter of Authorization. If an Airline's cost increases as a result of an unrequested relocation of Committed Premises, such Airline may, within thirty (30) days after such relocation, terminate the LOA with regard to such new Committed Premises.

(e) No Airline shall have any continuing use or occupancy rights in any assigned Airline Premises not covered by a Letter of Authorization, and the Authority may reassign such Airline Premises at any time, and from time to time, in its exclusive discretion.

4.5 Terminal Equipment. Terminal equipment owned or acquired by the Authority for use by Airlines shall remain the property, and under the control, of the Authority.

ARTICLE 5

USE OF THE AIRPORT AND RELATED FACILITIES

5.1 Permitted Airline Activities. Each Airline may, subject to its compliance with this Resolution and Authority Policies and Procedures, use, in common with others so authorized by the Authority, all Airline Premises, including related space, facilities, equipment, Public Space, the Airfield Cost Center and Terminal Aprons for the operation of each Airline's Air Transportation Business and all activities reasonably necessary to such operations, including but not limited to:

(a) The landing, taking off, flying over, taxiing and towing of aircraft and, in areas designated or approved by the Authority, the extended parking, servicing, deicing, loading or unloading, storage, or maintenance of aircraft and support equipment subject to Sections 5.1(f), 5.1(g), and 5.2(c) below and to the availability of space; provided, however, an Airline may not permit the use of the Airfield by any aircraft operated or controlled by such Airline which exceeds the design strength or capability of the Airfield as described in the then-current FAA approved Airport Layout Plan or other engineering evaluations performed subsequent thereto, including the then-current Airport Certification Manual.

(b) The sale of air transportation tickets and services, the processing of passengers and their baggage for air travel, the sale, handling, and providing of mail, freight, cargo and express services, and reasonable and customary airline activities.

(c) The training of employees or prospective employees and the testing of aircraft and other equipment being utilized at the Airport in areas designated or approved by the Authority; provided, however, such training and testing must be incidental to the use of the Airport in the operation by such Airline of its Air Transportation Business and shall not unreasonably hamper or interfere with the use of the Airport and its facilities by others. The Authority may restrict or prohibit any such training and testing operations that it deems to interfere with the use of the Airport.

(d) The sale, disposition, or exchange of aircraft, engines, accessories, gasoline, oil, grease, lubricants, fuel, or other similar equipment or supplies; provided, however, an Airline may not, and must cause its agents not to, sell or permit to be sold aviation fuels or propellants except (i) to any Airline that is a successor company to the selling Airline, (ii) for use in aircraft of others that are being used solely in the operation of selling Airline's Air Transportation Business, including, but not limited to, such Airline's Affiliates, (iii) when a comparable grade and type of fuel desired by others is not available at the Airport except from the selling Airline, or (iv) in accordance with sales of fuel through the Airport's fuel hydrant system, to the extent the Authority has authorized by an agreement one or more Airlines or an entity owned by one or more Airline to operate the fuel flowage systems at the Airport.

(e) The purchase at the Airport or elsewhere, of fuels, lubricants, and any other supplies and services, from any person or company, subject to Section 5.1(d) and to the Authority's right to require that each provider of services and/or supplies secures a permit from

the Authority to conduct such activity at the Airport, pays required fees, and abides by all reasonable rules and regulations established by the Authority. Nothing herein shall be construed to permit an Airline to store aviation fuels at the Airport. The granting of the right to store and dispense aviation fuels shall be subject to the execution of a separate agreement between an Airline and the Authority. Fuel tenders are prohibited on Terminal Aprons serviced by the fuel hydrant system.

(f) The servicing of aircraft and other equipment being utilized at the Airport on the Terminal Aprons or such other locations as may be designated by the Authority Policies and Procedures; provided that routine servicing or maintenance of ground equipment on Terminal Aprons is not permitted, unless specifically authorized by the Authority.

(g) The loading and unloading of persons, property, cargo, parcels and mail by motor vehicles or other means of conveyance reasonably approved by the Authority on Terminal Aprons or such other locations as may be designated by the Authority Policies and Procedures; provided an Airline shall not use Terminal Aprons immediately adjacent to the Terminal to load or unload all-cargo aircraft unless otherwise authorized in writing by the Authority.

(h) The provision, either alone or in conjunction with others, or through a nominee, of porter/skycap service for the convenience of the public.

(i) The installation and maintenance of identifying signs in an Airline's Committed Premises; provided that any permanent signage may not be installed in any Preferential Use Premises or in any space used on a Per Turn basis without the prior consent of the Authority, which may be withheld in the Authority's exclusive discretion. All signage shall be subject to the Authority Policies and Procedures. Furthermore, the general type and design of such signs shall be compatible with and not detract from the pattern and decor of the Terminal areas, in the exclusive discretion of the Authority. Subject to the foregoing, Airlines may install on the walls behind ticket counters or in holdrooms, whether occupied in accordance with a Letter of Authorization or used on a Per Turn basis, temporary signage on Authority provided LCD monitors identifying such Airline, displaying such Airline's company logo or other content, subject to the approval of the Authority; provided that any such installation must be performed in accordance with the Authority Policies and Procedures.

(j) The installation, maintenance, and operation of such radio communication, company telephone system, computer, meteorological and aerial navigation equipment and facilities on Committed Premises as may be necessary or convenient for the operation of an Airline's Air Transportation Business; provided, however, that (1) such installations and the subsequent use of such equipment shall be subject to applicable law, regulation and the Authority Policies and Procedures, including Section 5.2(g) below, (2) the location of all such equipment and facilities shall be determined by the Authority in its exclusive discretion, (3) the Authority's telephone system must be used in all locations other than Exclusive Use Premises, and (4) any use of wireless communications systems not provided by the Authority shall not interfere with any the Authority wireless communications system. Subject to Authority Policies

and Procedures, an Airline may install in the holdroom of any Committed Premises such Airline's Gate Information Display System (GIDS). The Authority shall have unrestricted access to all communication equipment owned or used by an Airline and located on Airline Premises, if any of the Authority equipment or systems interfaces with such equipment. Prior to any such installation, an Airline shall provide the Executive Director with all necessary supporting documentation related to such installations. All Airlines are required to use the Authority's compatible multi-user flight information display systems (MUFIDS); provided that an Airline may install and maintain its own MUFIDS if it is compatible in all material respects, in the exclusive discretion of the Authority, with the Authority's MUFIDS.

(k) Such rights of way as may reasonably be required by an Airline for communications, computer equipment, telephone, interphone, conveyor systems and power, and other transmission lines in Airline's Committed Premises, subject to the availability of space and/or ground areas as determined by Authority Policies and Procedures. The Authority may require the execution of a separate agreement between the Authority and an Airline for the lease and use of space and/or ground area outside Terminal areas or for the provision of such service directly to an Airline.

(l) The installation of personal property, including furniture, furnishings, supplies, machinery, and equipment, in an Airline's Exclusive Use Premises and, subject to prior approval by the Authority, Preferential Use Premises, as such Airline may deem necessary, useful or prudent for the operation of its Air Transportation Business. Title to such personal property shall remain with such Airline, except as otherwise provided herein.

(m) The construction of modifications, finishes and improvements in an Airline's Exclusive Use Premises and, subject to the prior approval of the Authority, Preferential Use Premises as such Airline may deem necessary or prudent for the operation of its Air Transportation Business, subject to the Authority Policies and Procedures and subject to Section 9.1.

(n) An Airline shall have rights of ingress to and egress from the Airport and its Airline Premises for its Airline's officers, employees, agents, and invitees, including passengers, suppliers of materials, furnishers of services, aircraft, equipment, vehicles, machinery and other property, subject to 49 CFR Part 1542, the airport security program, applicable laws, and any Authority Policies and Procedures governing (i) the general public, including passengers, (ii) access to non-public areas at the Airport by an Airline's employees, suppliers of materials, and furnishers of services, or (iii) safety and security. In addition to the foregoing, the Authority may at any time temporarily or permanently close, re-route, or consent to or request the closing or re-routing of any roadway or access to the Airport, so long as a means of ingress to and egress from the Airport and the Airline Premises is concurrently made available to each Airline. Each Airline hereby releases and discharges the Authority from any and all claims, demands, or causes of action which each such Airline may now or at any time hereafter have arising or alleged to arise out of such a closing or re-routing. The Authority shall have no liability or obligation to an Airline for temporary blockages or closings of means of ingress to or

egress from the Airport and the Airline Premises caused by factors beyond the reasonable control of the Authority.

(o) Subject to any restrictions in the Authority's agreements with its food and beverage concessionaires, nothing in this paragraph shall prohibit an Airline from (i) providing food and beverages, at such Airline's sole cost and expense, or installing or maintaining vending machines or credit union automated teller machines in its non-public Exclusive Use Premises or, subject to the prior approval of the Authority, its non-public Preferential Use Premises, for the sole use of such Airline's employees, the type, kind, and locations of such machines being subject to the Authority Policies and Procedures, (ii) providing, under a separate agreement with the Authority and subject to the Authority Policies and Procedures, including the payment of fees based on gross receipts, for its own flight kitchen or for catering services to its passengers and crews for consumption aboard aircraft, (iii) entering into a separate agreement if required by the Authority for the distribution without charge of food and beverage in a non-public "VIP room" or similar private club at the Airport, or (iv) selling food and beverages, including alcoholic beverages, to VIP room or private club members in such Committed Premises, subject to the payment to the Authority of a percentage of sales as determined by Authority Policies and Procedures. Airlines may not conduct or permit the sale of food or beverages to passengers in holdroom areas.

(p) An Airline may exercise on behalf of any other Airline that has signed a Letter of Authorization or Operating Permit in favor of the Authority any of the activities permitted herein, so long as such Airline is concurrently performing the same activities in the operation of its own Air Transportation Business at the Airport, subject to the Authority's Policies and Procedures.

(q) An Airline may only enter into revenue generating agreements, such as for advertising or the provision of pay telephones by the public, in its non-public Exclusive Use Premises (e.g. airline clubs and VIP rooms), and shall not enter into any such revenue generating agreements anywhere else within the Terminal.

5.2 Prohibited Activities and Authority Activities.

(a) Airlines are prohibited from conducting any business or engaging in any activities at the Airport other than the conduct of its Air Transportation Business, except as otherwise permitted by the Authority.

(b) Airlines shall not knowingly interfere or permit interference by its contractors, agents, permittees, and invitees with the use, operation, or maintenance of the Airport, including but not limited to, the effectiveness or accessibility of the drainage, sewage, water, communications, fire protection, utility, electrical, or other systems installed or located from time to time at the Airport; and Airlines shall not engage in any activity prohibited by the Authority's approved FAR Part 150 Noise Compatibility Study, as may be amended or supplemented from time to time.

(c) As soon as reasonably possible after an Airline's disabled aircraft is released from the control or jurisdiction of all applicable authorities, an Airline shall remove any such disabled aircraft from the Airfield and Terminal Aprons, shall place any such disabled aircraft only in such storage areas as may be reasonably approved by Authority Policies and Procedures, and shall store such disabled aircraft only upon such terms and conditions as may be established by the Authority. In the event a disabled aircraft is not removed as expeditiously as is reasonably possible, the Authority may, but shall not be obligated to, cause the removal of such disabled aircraft. In such case, the owner of such aircraft shall pay to the Authority, upon receipt of an invoice therefor, the costs incurred for such removal plus ten percent (10%).

(d) Airlines shall not do or permit to be done anything, either by act or failure to act, that shall cause the cancellation or violation of the provisions, or any part thereof, of any policy of insurance for the Airport, or that shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted at an airport. If an Airline shall do or permit to be done any act not permitted hereunder, or fail to do any act required hereunder, which act or failure, in and of itself, causes an increase in the Authority's insurance premiums, such Airline shall immediately remedy such actions and/or pay the increase in premiums, upon notice from the Authority to do so.

(e) An Airline shall not maintain or operate in the Terminal or elsewhere at the Airport a cafeteria, restaurant, bar, or cocktail lounge for the purpose of selling food and beverages to the public or to its employees and passengers, except as may be permitted herein or by Authority Policies and Procedures.

(f) The Authority may, at its sole option, install or cause to be installed advertising and revenue generating devices or concessions, including vending machines and power poles, anywhere in the Airport other than an Airline's Exclusive Use Premises; provided, however, that any advertising in an Airline's Preferential Use Premises shall not promote competing Airlines, power poles will only be installed in holdrooms assigned to an Airline as Preferential Use Premises with such Airline's prior consent, and such installations shall not unreasonably interfere with such Airline's operations authorized hereunder or diminish the square footage contained in Committed Premises in a material way. The Authority may also, at its sole option, install pay telephones and business center amenities in any part of the Terminal, excluding Committed Premises. The Authority shall be entitled to access upon Airline Premises to install or service such telephones, vending machines and amenities.

(g) The Authority may install anywhere in the Terminal, and require use of, a Common Use Passenger Processing System (CUPPS), Common Use Self-Service (CUSS) equipment, Common Use Terminal Equipment (CUTE) and/or other equipment designed to facilitate the handling and processing of passengers and baggage in the Terminal. The Authority shall be entitled to reasonable access upon Committed Premises to install and maintain such hardware/software for any of such equipment.

(h) The Authority may, for a fee established by the Authority from time to time, make area(s) at the Airport available for vehicular parking and provide transportation to the

Terminal for Airline personnel employed at the Airport; provided, however, such area(s) shall not be used for the storage of vehicles or trailers, and usage of the area(s) is subject to Authority Policies and Procedures.

(i) All activities of an Airline Permitted hereunder, and in particular this Article 5, shall be subject to Authority Policies and Procedures.

5.3 Affiliates. Upon written request by an Airline to the Authority, and provided the requirements of this Section are satisfied, any Affiliate of such Airline identified in such written request ("Identified Affiliate") may use the Airline Premises assigned to such Airline, provided the Identified Affiliate shall pay the applicable Rates and Charges for such Airline Premises (a) for as long as the Identified Affiliate remains an Affiliate of such Airline, and (b) only if the Identified Affiliate enters into an Operating Permit or Letter of Authorization for operations at the Airport. Each Airline making such written request shall be deemed to have agreed to guaranty full payment of all Rates and Charges incurred by its Identified Affiliates at the Airport. The Authority may invoice an Airline and its Identified Affiliates separately for amounts owed hereunder, or may invoice an Airline for the aggregate amounts owed by such Airline and its Identified Affiliates hereunder. Each Airline shall be responsible to pay any and all unpaid Rates and Charges of any Identified Affiliate for which it receives an invoice or, if an Airline does not receive an invoice with the Identified Affiliate's Rates and Charges, a notice of non-payment by the Identified Affiliate issued by the Authority, which payment by the Airline shall be made on the due date of such invoice or within fifteen (15) days after receipt of the notice of non-payment, whichever applies, and any failure of an Identified Affiliate to pay such amounts when due shall be deemed a failure of such Airline. An Airline may at any time give the Authority at least thirty (30) days prior written notice that an Affiliate shall no longer be considered an Identified Affiliate of such Airline, and such Airline shall have no responsibility for any Rates and Charges incurred by the Affiliate after the conclusion of such notice period, but shall remain liable for Rates and Charges incurred by the Affiliate prior to the conclusion of such notice period.

5.4 Airline Requirements.

(a) Each Airline shall hold all certificates, permits, licenses, insurance or other entitlements required by federal, state or local laws, rules, or regulations in order to enable it to conduct its operations and engage in the Air Transportation Business at the Airport, and that said certificates, permits, licenses or other entitlements are and will be kept current, valid and complete throughout the duration of Airline's operations at the Airport.

(b) Each Airline shall, at its sole cost and expense, comply and cause its employees, agents, contractors, licensees and invitees to comply, with all present and future applicable laws, rules or regulations of all applicable federal, state and local governmental or quasi-governmental authorities, subdivisions, departments, agencies and the like, including the Authority Policies and Procedures. Each Airline shall obtain any permits necessary to occupy the Airline Premises and shall promptly pay all fines, penalties, and expenses to remedy or correct

any violations of applicable laws, and damages that may arise out of or be imposed because of its failure to comply with the provisions of this paragraph.

(c) Each Airline shall faithfully observe and comply with any Authority Policies and Procedures.

(d) Except as otherwise provided herein or in the Authority Policies and Procedures, each Airline shall have the right to obtain supplies or services from suppliers, vendors or contractors of its own choice for its operations at the Airport, provided that the Authority may license and regulate all persons or companies doing business on the Airport and impose charges for the privilege of conducting any such business and prohibit persons from engaging in aeronautical activities, the provision of ground transportation services or any commercial activities at the Airport, except in accordance with agreements, concession contracts, permits or operating agreements entered into between the Authority and such persons. Notwithstanding any Authority Policies and Procedures to the contrary, a service provider properly operating at the Airport shall not be required to pay the Authority a percentage of revenues received in connection with the performance of services (e.g. ground handling) for any Airline or its Identified Affiliate, while such Airline is party to a Rate and Revenue Sharing Agreement and is not in breach thereof. (Please see Section 15.2 for an exclusion from the requirement to pay fees to the Authority for ground handling and other services provided by an Airline.)

(e) Each Airline shall comply with all applicable state and federal regulations relating to Airport security and shall control the Airline Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport. Each Airline shall also take such security precautions, with respect to the Airline Premises and the Airline's operations and service personnel related thereto, as the Authority may, from time to time, reasonably require pursuant to the Authority Policies and Procedures. Each Airline shall reimburse the Authority for all fines or charges imposed by any applicable governmental authority against the Authority as a result of such Airline's violation of any laws, rules and regulations promulgated by such governmental authority.

(f) Each Airline acknowledges that a portion of the Airline Premises is to be used by the traveling public. Each Airline shall make available such space to its passengers and to the traveling public on a nondiscriminatory basis, including ensuring accessible paths of travel for disabled persons, and shall make reasonable efforts to coordinate its activities and operations with abutting tenants and the Authority, so as to maximize efficient use of available space.

(g) No Airline may injure, deface or otherwise harm their respective Airline Premises in any manner that will constitute waste, and shall not cause or permit any unlawful conduct, unreasonable annoyance or nuisance to exist on the Airline Premises, nor permit any activity or omission which constitutes or results in unlawful conduct, unreasonable annoyance or nuisance, nor permit the emission of any objectionable noise, vibration or odor, nor overload the floor of the Airline Premises, nor permit any use of the Airline Premises which will invalidate or increase the premiums on any of the Authority's insurance; provided that the conduct of the

Airline's Air Transportation Business in accordance with applicable law shall not be deemed a nuisance or an unreasonable annoyance.

(h) Each Airline shall participate in any lawful Airport-wide programs or initiatives of general applicability as the Authority may require upon notice to such Airline, provided such program or initiative shall not result in any material cost or expense or result in any undue burden to such Airline.

ARTICLE 6 OPERATION AND MAINTENANCE OF THE AIRPORT

6.1 Designation of Operation and Maintenance Responsibilities. In addition to the obligations of the Airlines set forth in this Article 6, each Airline shall have those responsibilities for maintenance, cleaning, and operation of the Airport as shall be set forth in the Authority Policies and Procedures. The Airlines shall each timely perform all such obligations.

6.2 Airline Obligations.

(a) Each Airline shall, at all times, preserve and keep its Airline Premises, including loading bridges and related equipment, in an orderly, clean, neat, and sanitary condition, free from trash and debris resulting from such Airline's operations.

(b) Each Airline shall keep, at its own expense, its assigned Terminal Apron space free of fuel, oil, debris, and other foreign objects.

(c) Each Airline shall operate and maintain, at its own expense, any improvements and/or equipment installed by such Airline for the exclusive use of such Airline or its passengers.

(d) Each Airline shall perform such other routine operational and maintenance responsibilities as may be established from time to time by the Authority Policies and Procedures.

(e) No Airline may store any obsolete or derelict equipment on any Airline Premises, and shall promptly remove any such equipment following notice from the Authority to do so.

(f) Should an Airline fail to perform any of its material obligations hereunder, or if the Authority is requested, or, in order to maintain the Airport as a first class facility, deems it necessary, to make repairs or otherwise maintain an Airline's Airline Premises, the Authority shall have the right to enter the Airline Premises and perform such activities; provided, however, other than in a case of emergency, the Authority shall give Airline ten (10) business days advance written notice of non-compliance, prior to the exercise of this right. If the Authority has performed services in accordance with this paragraph, the Airline shall pay the Authority, upon receipt of an invoice, the cost of such services plus ten percent (10%).

ARTICLE 7 RENTALS, FEES, AND CHARGES

7.1 Rate Methodology, Rates and Charges.

(a) Each Airline shall pay to the Authority for the use and occupancy of the Airfield, Terminal Apron, and Terminal fees, tariffs, costs, rates and charges ("Rates and Charges") established for each Fiscal Year by the Authority, including, but not limited to: Landing Fees, monthly charges for Committed Premises and other assigned Exclusive Use Premises, Facility Fees, FIS Fees, Airline Equipment Charges, Apron Use Fees and Common Use Baggage Charges. Notice of such Rates and Charges shall be provided to the Airlines or otherwise published or made available by the Authority prior to the start of each Fiscal Year. The Rate Methodology shall be provided to an Airline upon request. The Rate Methodology used to calculate Rates and Charges each year, and the Rates and Charges established in accordance with the Rate Methodology and any additional, ancillary Rates and Charges that are imposed but not determined in accordance with the Rate Methodology (e.g. phone system charges, parking charges and identification badges), shall be incorporated herein and shall be a part of this Resolution for all purposes. The Authority does not guaranty the accuracy of any estimates, projections, assumptions or results in the tables and other attachments to the Rate Methodology, which are provided with the Rate Methodology merely for illustration purposes.

(b) The specific Rates and Charges payable by Airlines during a Fiscal Year shall be calculated using the Rate Methodology based on estimates by the Authority of projected costs and Airline activity for the Fiscal Year. Airlines shall pay such estimated Rates and Charges in accordance with the payment provisions in section 7.5 below.

(c) Within thirty (30) days after the Authority Board has accepted the audit for a Fiscal Year, the Authority shall recalculate Rates and Charges for such Fiscal Year based on actual costs and Airline activity, and provide notice to each Airline operating at the Airport during that Fiscal Year of the total actual Rates and Charges owed for such Fiscal Year, as compared to the Rates and Charges paid ("True-Up"). If an Airline has paid more Rates and Charges than was determined to be due following the True-Up, the Authority shall pay such excess to such Airline within thirty (30) days after the True-Up calculation is complete. If an Airline has paid less Rates and Charges than was determined to be due following the True-Up, such Airline shall pay such shortfall to the Authority within thirty (30) days after receipt of an invoice for such shortfall amount from the Authority, or the Authority may, in its discretion, recover such underpayment by offsetting such amount from any revenue sharing or other payments owed by the Authority to the affected Airline.

(d) Rates and Charges for Committed Premises and for Exclusive Use Premises that are not Committed Premises are based on the Terminal Premises Rates for such Committed Premises and Exclusive Use Premises, regardless of an airline's frequency or volume of use of such Committed Premises and Exclusive Use Premises (e.g. one monthly charge for a gate/holdroom area or for an administrative office). Rates and Charges for other Airline

Premises, including the Baggage System, are based on the frequency or volume of an Airline's use of such Airline Premises (e.g. a Per Turn Facility Fee for Common Use Premises other than the Baggage System, such as a gate/holdroom). All Rates and Charges shall be determined in accordance with the Rate Methodology.

7.2 Extraordinary Service Charges. Each Airline shall pay the Authority for additional equipment and services provided by the Authority for such Airline's use (e.g., club room finishes, or any other systems or equipment that are unique or special to such Airline's operation). The charges for equipment and services purchased and/or provided by the Authority, as referred to above, shall be as set forth in a separate agreement between the Airline and the Authority.

7.3 Other Fees and Charges.

(a) Each Airline shall also pay the following Rates and Charges, each as established from time to time by the Authority, which amounts, when allocated, shall be allocated to and between Cost Centers deemed most appropriate in the reasonable discretion of the Authority:

(i) Fees for services provided by an Airline for another Airline, if such services or concessions would otherwise be available from a concessionaire or licensee of the Authority; provided, however, that no fees shall be collected in connection with services provided by an Airline to Airline's Identified Affiliates or to an Airline by its Identified Affiliates or if the exemptions described in Sections 5.4(d) or 15.2 apply.

(ii) Fees for services, equipment or facilities not otherwise enumerated in this Resolution (including the Rate Methodology), but provided by the Authority or its contractors and utilized by an Airline, including, but not limited to, fees and charges for special maintenance of Airline Premises.

(iii) All costs, charges or expenses for the provision of any services or facilities which the Authority is required or mandated to provide by any governmental entity (other than the Authority acting within its proprietary capacity) having jurisdiction over the Airport.

(b) The Authority may charge an Airline or its employees a fee based on the Authority's cost of providing services and facilities for the employee parking area(s) provided at the Airport. All such charges received by the Authority shall be allocated to the Ground Transportation Cost Center.

(c) Each Airline shall pay all applicable sales, use, intangible and ad valorem taxes of any kind, payable in connection with the use or occupancy of Airline Premises, the real property and any improvements thereto or any Letter of Authorization related thereto, whether levied against an Airline or the Authority. Each Airline shall also pay any other taxes or assessments against the Airline Premises or any Letter of Authorization related thereto. Airlines

may reserve the right to contest such taxes and withhold payment of such taxes upon written notice to the Authority of its intent to do so, so long as the nonpayment of such taxes does not result in a lien against the real property or any improvements thereon or a direct liability on the part of the Authority. The Authority agrees to immediately forward to the appropriate Airlines any notices of such taxes and assessments due upon receipt of same.

(d) Airlines shall pay all other fees and costs associated with their use of the Airport (e.g. utilities), including such fees and costs as may be set forth from time to time in the Authority Policies and Procedure.

7.4 Information to be Supplied by Airlines.

(a) Not later than ten (10) days after the end of each month, each Airline shall file with the Authority separate written or electronic reports on forms provided or approved by the Authority, describing activity conducted by such Airline during such month and setting forth the information requested by the Authority or otherwise necessary for the Authority to calculate Rates and Charges. Such activity reporting may include, but not be limited to, revenue and non-revenue Enplaned Passengers, Deplaned Passengers, pounds of cargo and mail, Chargeable Landings by aircraft type, number of incoming passenger bags delivered from the airplane to the passenger using any part of the Inbound Baggage System, Maximum Gross Landed Weight by aircraft type, and number of Per Turn uses for Airline Premises (other than Committed Premises) for which Facility Fees are payable (including the number of remote-over-night (RON) aircraft apron uses).

(b) The Authority shall have the right, but shall not be required, to rely on said activity reports in determining Rates and Charges due hereunder. The Authority may also rely on alternative sources of information, such as FAA statistics and electronic data collection systems, to determine Rates and Charges due hereunder. Use of such alternative sources by the Authority shall not relieve an Airline of its reporting obligations hereunder. To the extent there is a discrepancy between the information provided by an Airline and information gathered from other sources, the Authority's determination as to the most reliable and accurate information shall be conclusive and binding on the parties, absent fraud or manifest error. Each Airline shall have full responsibility for the accuracy of its reports. Payment deficiencies of more than ten percent (10%) by category of Rates and Charges due on an annual basis hereunder that are due to incomplete or inaccurate activity reports shall be subject to interest charges, at a rate of eighteen percent (18%) per annum.

(c) Each Airline shall at all times maintain and keep records reflecting the statistics of its activities at the Airport to be reported pursuant to Section 7.4(a). Such records shall be retained for a period of three (3) years subsequent to the activities reported therein, or such other retention period as set forth in FAR Part 249, and upon written notice to an Airline shall be made available at Orlando, Florida for audit and/or examination by the Authority or its duly authorized representative during all normal business hours. Each Airline shall produce such books and records at Orlando, Florida within thirty (30) calendar days of the Authority's notice to do so or pay all reasonable expenses, including but not limited to transportation, food, and

lodging, necessary for an auditor selected by the Authority to audit said books and records at alternative facilities. The cost of such audit shall be borne by the Authority, unless either or both of the following conditions exist, in which case the cost of the audit shall be borne by the audited Airline:

(i) The audit reveals an underpayment of more than ten percent (10%) by category of Rates and Charges due on an annual basis hereunder, as determined by said audit;

(ii) Such Airline has failed to maintain true and complete records in accordance with this Section 7.4(c).

(d) Unless otherwise required by the Authority Policies and Procedures, Airlines shall (i) provide to the Executive Director or designee on or before the first day of each calendar quarter a projected flight schedule for Airline flights to and from the Airport for the calendar quarter; and (ii) notify the Executive Director or designee prior to any schedule changes affecting flights to or from the Airport.

7.5 Payments.

(a) Payments of one-twelfth (1/12) of the total Rates and Charges for Committed Premises shall be due in advance, without demand or invoice, on the first day of each month. Such payment shall be deemed delinquent if payment is not received by the tenth (10) day of the month.

(b) Payment of Landing Fees shall be due fifteen (15) days from the Authority's issuance of an invoice therefor, and shall be deemed delinquent if not received within ten (10) days after the due date.

(c) Payment of Common Use Baggage Charges, Facility Fees, FIS Fees and RON aircraft parking charges shall be due fifteen (15) days from the Authority's issuance of an invoice therefor, and shall be deemed delinquent if not received within ten (10) days after the due date.

(d) Payment of fees payable on account of any concession type activity shall be due without demand or invoice on the fifteenth (15th) day following the month revenue is earned by an Airline, or, if different, in accordance with Authority Policies and Procedures, and shall be deemed delinquent if payment is not received within thirty (30) days after the due date.

(e) Payment for all other fees and charges due the Authority shall be due fifteen (15) days from the Authority's issuance of an invoice therefor, and shall be deemed delinquent if payment is not received within ten (10) days after the due date for such amounts.

(f) The Authority shall provide notice of any and all payment delinquencies, including any deficiencies which may be due as a result of the Authority's estimates of activity pursuant to Section 7.5(g) below, or due to an audit performed pursuant to Section 7.4(c) above; provided, however, interest at the rate of eighteen percent (18%) per annum shall accrue against

any and all delinquent payment(s) from the due date until the date payments are received by the Authority. In the event the Authority sends an invoice in error (as opposed to an invoice based on estimates or budgets that happens to differ from the final True-Up amount due, which would not be deemed an invoice sent in error) and an Airline pays such invoice, the Authority shall promptly refund the erroneous payment, plus interest at a rate of eighteen percent (18%) per annum, accruing from the date payment was received by the Authority.

(g) In the event an Airline fails to submit its monthly activity reports as required in Section 7.4(a), the Authority shall estimate the Rates and Charges based upon the highest month of the previous twelve (12) month's activity reported by the Airline and issue an invoice to Airline for same. If no activity data is available, the Authority shall reasonably estimate such activity and invoice for same. Airlines shall be liable for any deficiencies in payments based on estimates made under this provision; payment for said deficiencies shall be deemed due as of the date such rental fee or charge was due and payable. If such estimate results in an overpayment by Airline, the Authority shall apply such overpayment as a credit against subsequent amounts due for such rentals, fees, and charges from Airline; provided, however, Airline shall not be entitled to any interest or credit for interest on payments of such estimated amounts.

(h) In the event any Airline's obligations with respect to Airline Premises or any privileges granted hereunder shall commence or terminate on any date other than the first or last day of the month, such Airline's rentals, fees, and charges shall be prorated, as appropriate, on the basis of the number of days such Airline Premises or privileges were assigned or available to Airline during that month.

(i) All payments due and payable hereunder shall be paid in lawful money of the United States of America, without set off, in the manner (e.g. check, wire transfer, etc.), and to the location specified by the Authority from time to time, with such payment made payable to the Authority.

(j) The acceptance by Authority of any payment made by an Airline shall not preclude Authority from verifying the accuracy of an Airline's report and computations or from recovering any additional payment actually due from such Airline.

7.6 Security for Performance.

(a) Unless an Airline has both (i) executed and fulfilled its obligations under a Rate and Revenue Sharing Agreement with the Authority and (ii) provided regularly scheduled flights to and from the Airport during the eighteen (18) months prior to the Effective Date without the occurrence of any act or omission that would have been a breach of any obligation under this Resolution in the exclusive discretion of the Authority, each Airline shall provide the Authority with a contract bond, irrevocable letter of credit or other similar security acceptable to the Authority ("Performance Security") in an amount equal to the estimate of three (3) months' Rates and Charges, to guarantee the faithful performance by such Airline of its obligations to the Authority hereunder and the payment of all Rates and Charges due hereunder. Such

Performance Security shall be in a form and with a company reasonably acceptable to the Authority and licensed to do business in the State of Florida. In the event that any such Performance Security expires or is canceled, the applicable Airline shall provide a renewal or replacement Performance Security for the remaining required period at least sixty (60) days prior to the date of such expiration or cancellation. The amount of Performance Security required to be maintained may be adjusted from time to time by the Authority based on updated estimates of Rates and Charges payable by an Airline. Each Airline shall deposit increased Performance Security promptly after receipt of notice of adjustment from the Authority. The Authority may waive any requirement herein in its exclusive discretion.

(b) In the event the Authority is required to draw down or collect against an Airline's Performance Security for any reason, such Airline shall, within ten (10) business days after the Authority's written demand, take such action as may be necessary to replenish the existing Performance Security to its original amount (three months' estimated Rates and Charges) or to provide additional or supplemental Performance Security from another source so that the aggregate of all Performance Security is equal to three months' estimated Rates and Charges payable.

(c) If an Airline is not required to have Performance Security in place at any time, then, upon the occurrence of any act or omission that is a breach of any obligation hereunder, or upon the failure of such Airline to pay any Rates and Charges hereunder when due for sixty (60) consecutive days, the Authority, by written notice to such Airline given at any time within ninety (90) days after the date such event becomes known to the Authority, may impose or reimpose the Performance Security requirements of this Section on such Airline. In such event, such Airline shall provide the Authority with the required Performance Security within ten (10) days from its receipt of such written notice and shall thereafter maintain such Performance Security in effect until the requirement for such Performance Security has been waived by the Authority.

(d) If an Airline shall fail to obtain and/or keep in force the Performance Security required hereunder, such failure shall be grounds for immediate termination of all Letters of Authorization with the Airline and for requiring such Airline to pay Rates and Charges in advance.

(e) Any Performance Security provided hereunder is not 'property of the estate' for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Performance Security is property of the third party providing it (subject to the Authority's ability to draw against the Performance Security).

(f) To the extent permitted by applicable law, all PFCs collected by Airlines with respect to Enplaned Passengers at the Airport, are property of the Authority when collected, and, to the extent held by an Airline, are being held in trust for the Authority.

7.7 Calculation of Holdroom Space and Airline Equipment Charge. The number of square feet of holdroom space assigned to an Airline under a Letter of Authorization shall, for

purposes of calculating the Terminal Premises Rate payments due under the Letter of Authorization for each such holdroom, be calculated as follows: total square footage of all holdroom space in the Terminal, divided by the number of operational gates in the Airport. The number of operational gates in the Airport from time to time, for purposes of calculating gate holdroom charges, Airline Equipment Charges and other Rates and Charges, shall be determined by the Authority in its reasonable discretion.

ARTICLE 8 CHANGES IN RATES AND CHARGES

8.1 Annual Rate Changes.

(a) Prior to the end of each Fiscal Year, the Authority shall notify the Airlines of the proposed schedule of initial Rates and Charges for the ensuing Fiscal Year and of any proposed changes in the Rate Methodology. The Executive Director shall have the authority to modify the Rate Methodology as deemed appropriate, and such modification shall be an amendment hereof, and the modified Rate Methodology shall thereafter be incorporated herein, without any further action by the Authority Board being required.

(b) If calculation of the new Rates and Charges is not completed by the Authority and the notice provided in Section 8.1(a) is not given on or prior to the end of the then current Fiscal Year, the Rates and Charges then in effect shall continue to be paid by the Airlines until such calculations are concluded and such notice is given. Upon the completion of such calculations and the giving of such notice, the Authority shall determine the difference(s), if any, between the actual Rates and Charges paid by the Airlines to date for the then current Fiscal Year and the Rates and Charges that would have been paid by each Airline if such Rates and Charges had been in effect beginning on the first day of the Fiscal Year, other than Fiscal Year 2014. Such differences shall be applied to the particular Rates and Charges for which a difference resulted in an overpayment or underpayment, and shall be remitted by the affected Airlines or credited or refunded by the Authority to the affected Airlines in the month immediately following the calculation of the Rates and Charges for the new Fiscal Year and the giving of written notice to the Airlines by the Authority of such new Rates and Charges.

(c) The Authority may recalculate Rates and Charges, in its exclusive discretion, any time during a Fiscal Year when the unaudited monthly financial data collected by the Authority indicates that the amounts projected to be owed by one or more Airlines for that Fiscal Year are reasonably likely to fall short of, or exceed, by a material amount, the amounts to be paid by such Airlines.

8.2 Changes in Rates and Charges. Adjustments to Rates and Charges based on the True-Up or in accordance with Section 8.1(c) above, shall apply without the necessity of a formal consultation with the Airlines, Authority Board action or any other approvals; provided there has been no change in the Rate Methodology.

ARTICLE 9 AIRLINE IMPROVEMENTS

9.1 Alterations and Improvements by Airlines. In accordance with Section 5.1(m) above, an Airline may construct and install, at such Airline's sole expense, such improvements in its non-public Committed Premises as such Airline deems to be necessary for its operations; provided, however, that the plans and specifications, location, and, in the Executive Director's exclusive discretion, construction schedule for such improvements shall be approved by the Executive Director in writing prior to the commencement of any and all such construction or installation and further provided that such Airline complies with the requirements of the Authority in effect from time to time, including Authority Policies and Procedures. No reduction or abatement of Rates and Charges shall be allowed for any interference with an Airline's operations by such construction.

9.2 Removal of Improvements. Subject to Section 9.4 below, upon any relocation or withdrawal of an Airline from space containing Airline improvements, such Airline shall remove, at the Airline's cost, such improvements and, except as may be directed or approved by the Authority, shall return such space to the condition it was in prior to such improvements being made, normal wear and tear excepted.

9.3 Compliance with Law. As a condition to making any improvements at the Airport, an Airline shall comply with all applicable laws and Authority Policies and Procedures relating to such improvements.

9.4 Ownership of Improvements. All improvements made to Airline Premises and all additions and alterations thereto made by an Airline, except those financed by the Authority, shall be and remain the property of such Airline until the relocation or withdrawal of the Airline from the improved space. Upon such relocation or withdrawal, said additions and alterations shall become the property of the Authority or at the Authority's option, shall be removed by Airline, in accordance with Section 9.2 above; provided, however, that any trade fixtures, signs, equipment and other movable personal property of an Airline not permanently affixed to Airline Premises shall, if timely removed, remain the property of such Airline.

ARTICLE 10

DAMAGE OR DESTRUCTION

10.1 Partial Damage. If any part of Committed Premises, or adjacent facilities directly and substantially affecting the use of Committed Premises, shall be partially damaged by fire or other casualty or by any Authority required construction or renovation project, but such circumstances do not render the Committed Premises untenable as reasonably determined by the Authority, the same shall be repaired, constructed or renovated to usable condition with due diligence by the Authority as hereinafter provided. No abatement of Rates and Charges or modifications to the applicable Letter of Authorization shall occur, so long as the Committed Premises remain tenantable.

10.2 Substantial Damage. If any part of Committed Premises, or adjacent facilities directly and substantially affecting the use of Committed Premises, shall be so extensively damaged by fire or other casualty or by any Authority required construction or renovation project, as to render any portion of the Committed Premises untenable, but capable of being repaired, as reasonably determined by the Authority, the same shall be repaired to usable condition with due diligence by the Authority as hereinafter provided. If such repairs have not been commenced (defined as any material construction related activity, such as preparing plans, applying for permits, etc.) by the Authority within ninety (90) days after such damage, and Airline has not been provided comparable alternative facilities, Airline shall have the option to terminate the Letter of Authorization to the extent relating to the damaged Committed Premises. In the case of damage described herein, the Rates and Charges payable with respect to an Airline's affected Committed Premises shall be paid up to the time of such damage and shall thereafter be abated equitably in proportion as the part of the area rendered untenable bears to total Committed Premises until such time as the damaged Committed Premises are again tenable or comparable alternative facilities are made available to Airline. The Authority shall use commercially reasonable efforts to provide Airline with comparable, alternative facilities sufficient to allow Airline to continue its operations while repairs are being completed, at Rates and Charges applicable to such alternative facilities, as if such alternative facilities were covered by a Letter of Authorization; provided, however, that Airline shall not be charged for more alternative space than was rendered untenable in accordance with this Section.

10.3 Destruction.

(a) If any part of Committed Premises, or adjacent facilities directly and substantially affecting the use of Committed Premises, shall be damaged by fire or other casualty or by any Authority required construction or renovation project, and is so extensively damaged as to render any portion of the Committed Premises untenable and not economically feasible to repair, as reasonably determined by the Authority, the Authority shall notify the affected Airline within a period of forty five (45) days after the date of such damage of its decision whether to reconstruct or replace said space; provided, however, the Authority shall be under no obligation to replace or reconstruct such premises. The Rates and Charges payable hereunder with respect to affected Committed Premises shall be paid up to the time of such damage and

thereafter shall abate until such time as replacement or reconstructed space becomes available for use by Airline.

(b) In the event the Authority elects to reconstruct or replace affected Committed Premises, the Authority shall use commercially reasonable efforts to provide Airline with comparable, alternative facilities sufficient to allow Airline to continue its operation while reconstruction or replacement facilities are being completed, at Rates and Charges applicable to such alternative facilities as if such alternative facilities were covered by a Letter of Authorization; provided, however, that an Airline shall not be required to occupy and pay for more alternative space than was rendered untenable in accordance with this Section.

(c) In the event the Authority elects to not reconstruct or replace damaged Committed Premises, the Authority shall either relocate Airline, pursuant to Section 4.4(b) above, or if no premises are available to accomplish such relocation, to terminate that portion of the Airline's Letter of Authorization that relates to the damaged facilities. In any event, the Authority agrees to amend an Airline's Letter of Authorization to reflect related additions and deletions to Committed Premises. In the event Airline is not relocated and, after termination of the Letter of Authorization as to the damaged facilities, the remaining tenable portion of the Committed Premises is not sufficient to maintain operations at the Airport, Airline may terminate the entire Letter of Authorization upon at least sixty (60) days advance notice given within ninety (90) days after receipt by Airline of notice of termination of its Letter of Authorization as to the damaged facilities.

10.4 Damage Caused By Airline. Notwithstanding any provision of this Article 10 to the contrary, in the event that due to the negligence or willful act or omission of Airline, its employees, its agents, or licensees ("Responsible Airline"), Airline Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of Rates and Charges during the repair or replacement of such Airline Premises. To the extent that the costs of repairs are not fully recovered from any insurance proceeds payable to the Authority by reason of such damage or destruction, the Responsible Airline shall pay the amount of such additional costs to the Authority. Upon the evacuation of any premises by Airline, whether due to relocation or otherwise, Airline shall reimburse the Authority for the cost to repair any damage to such premises caused by the Responsible Airline, other than normal wear and tear.

10.5 Limit on Authority's Responsibilities. The Authority's obligations to repair, reconstruct, or replace any part of the affected Airline Premises or adjacent facilities under the provisions of this Article 10 shall in any event be limited to restoring affected Airline Premises or adjacent facilities to the extent of insurance proceeds and other funds available to the Authority for such repair, reconstruction, or replacement, but in any case to a condition no better than substantially the same condition that existed at the date of damage or destruction; provided further that the Authority shall in no way be responsible for the insuring of, or the restoration or replacement of any equipment, furnishings, property, improvements, signs, or other items installed and/or owned by Airline.

ARTICLE 11 INDEMNIFICATION AND INSURANCE

11.1 Indemnification by Airlines.

(a) Indemnification for Claims. Each Airline shall, as a condition of operating at the Airport, protect, defend, reimburse, indemnify and hold each of the Authority, the City, their respective agents, employees, board members and elected officers (hereinafter collectively referred to as "Authority Indemnitee") free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including actually incurred reasonable attorney's fees and appellate cost) and causes of action of every kind and character, whether or not meritorious, including but not limited to, claims or damages relating to any damage to property (including but not limited to, any environmental damage) personal injury, or bodily injury (including death) incurred or sustained by any person or organization (including, but not limited to, by an Authority Indemnitee) against or incurred by any Authority Indemnitee and arising out of, or incident to, or in connection with, (i) such Airline's use, operation, maintenance or occupancy of the Airline Premises, or (ii) the operation of such Airline's Air Transportation Business, including the use or access by such Airline's ticketed passengers of the Airport; or (iii) the performance, non-performance or purported performance of such Airline under any Letter of Authorization, or (iv) any breach by such Airline of the terms of any agreement between the Authority and the Airline; provided, however, nothing contained in this Section shall require indemnification by an Airline of an Authority Indemnitee from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of such the Authority Indemnitee or the negligence or willful misconduct of any third party not contractually related to Airline or not acting on behalf of Airline.

(b) Notice and Defense of Claims. Upon the filing by anyone of a claim with the Authority for damages arising out of incidents for which an Airline must indemnify and hold the Authority or another Authority Indemnitee harmless, the Authority shall promptly notify such Airline of such claim and, in the event that such Airline does not settle or compromise such claim, then such Airline shall undertake the legal defense of such claim both on behalf of such Airline and on behalf of each involved Authority Indemnitee. It is specifically agreed, however, that in the event of any conflict between an Authority Indemnitee, including the Authority, and the indemnifying Airline, an Authority Indemnitee may, at its option, provide its own legal defense and such Airline will promptly reimburse any such Authority Indemnitee for the reasonable cost, including attorney's fees, incurred by or on behalf of the Authority Indemnitee in the legal defense of such claim.

(c) No Voluntary Waiver of Immunity. The obligation of each Airline to indemnify an Authority Indemnitee is not intended to waive any sovereign immunity otherwise applicable to an Authority Indemnitee.

(d) Consideration, Survival of Indemnity Obligation and Additional Remedy. Each Airline's indemnity obligation shall survive the termination of any Letter of Authorization

and an Airline's use of the Airport for its Air Transportation Business. Compliance with the insurance requirements of this Article 11 shall not relieve an Airline of, or otherwise limit, an Airline's obligation to indemnify an Authority Indemnitee as set forth in this Article 11.

11.2 Insurance.

(a) Except to the extent the Authority, at its sole discretion otherwise agrees to the contrary, each Airline shall provide, pay for and maintain the types and amounts of insurance described herein, or as may be updated or modified in the Authority Policies and Procedures. All such insurance shall be issued by insurers which are eligible to do business in the State of Florida or, if permitted by applicable law, as otherwise approved by the Authority. In addition, all such insurers shall have and maintain evidence of financial integrity and responsibility reasonably acceptable to the Authority.

(b) The insurance coverage and limits required shall be evidenced by properly executed certificates of insurance. These certificates shall be signed by the authorized representative of the insurance company shown on the certificate and will show all deductibles or self-insurance retentions and show the Authority as an additional insured on airline liability/commercial general liability primary and excess coverage. In addition, certified, true, and exact copies of all insurance policies shall be made available to the Authority at an Airline's headquarters, at the Authority's cost, on a timely basis, if requested by the Authority.

(c) All required insurance coverages of each Airline shall be primary to any insurance or self-insurance program of the Authority. In addition, any insurance, or self-insurance maintained by the Authority shall be excess of, and shall not contribute with, the insurance provided by Airline.

(d) The acceptance of delivery to the Authority of any certificate of insurance evidencing the insurance coverages and limits required does not constitute approval or acceptance by the Authority that the insurance requirements herein have been met.

(e) No Airline may commence or continue operations at the Airport unless and until the required certificates of insurance are in effect and approved by the Authority.

(f) The insurance coverages and limits required of Airline are designed to meet the minimum requirements of the Authority. They are not designed as a recommended insurance program for any Airline. Each Airline is responsible for insuring its real and personal property located at the Airport. Each Airline, alone, shall be responsible for the sufficiency of its own insurance program. Should an Airline have any question concerning its exposures to loss, or the possible insurance coverages needed therefor, it should seek professional advice.

(g) An Airline shall give, or cause its insurance representative to give, the Authority thirty (30) days prior written notice, seven (7) days in the case of war risk, by registered or certified mail of any cancellation, intent not to renew, or material reduction in any

policy's coverage instigated by such Airline and prompt notice of any such event instigated by an insurance company.

(h) Renewal Certificates of Insurance must be provided to the Authority as soon as practical but in every instance prior to expiration of current coverages.

(i) Should at any time an Airline not, in the opinion of the Authority, provide or maintain the insurance coverages required, the Authority may terminate or suspend operation of such Airline's Air Transportation Business at the Airport or any Letters of Authorization applicable to Airline.

(j) The amounts and types of insurance shall conform to the following minimum requirements.

(i) Workers Compensation and Employer's Liability Insurance shall be maintained in force by each Airline for all employees engaged in the operations on the Airport. The limits of coverage shall not be less than:

Workers' Compensation	Florida Statutory
Employer's Liability	\$1,000,000 Limit Each Accident
	\$1,000,000 Limit Disease Aggregate
	\$1,000,000 Limit Disease Each Employee

(ii) Airline Liability Insurance/Commercial General Liability shall be maintained by each Airline and shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual Liability, Products and Completed Operations Coverage, Hangarkeepers, Liquor Liability, Terrorism or War Risk and Allied Perils (to the extent available from, or subsidized by, the federal government), and Environmental Liability. Coverage shall be applicable to the operation of all owned, non-owned, leased or hired, licensed and unlicensed motor vehicles and ground equipment operating within the Aircraft Operations Area (AOA) at the Airport. The limits of coverage shall not be less than:

Airline Liability:	
Bodily & Personal Injury	\$200,000,000 Combined Single Limit
& Property Damage Liability	Each Occurrence & Aggregate, with a
	\$25,000,000 sublimit for Personal Injury
	to non-passengers

Sublimits to be provided through the Airline Liability or separate policy:

Liquor Liability Coverage – for any facility of an Airline serving alcoholic beverages on the Airport in an amount not less than \$1,000,000 per occurrence.

Hangarkeepers Liability Coverage – in an amount adequate to cover any non-owned property in the care, custody, and control of an Airline on the Airport, but in any event in an amount not less

than \$5,000,000 per occurrence.

Motor Vehicle Liability Coverage – to cover all licensed and unlicensed motor vehicles and ground equipment owned, non-owned, or hired by an Airline which are operated in the AOA. This coverage will be in an amount not less than \$5,000,000 per person and per occurrence.

Terrorism or War Risk and Allied Perils (to the extent available from, or subsidized by, the federal government) – in an amount not less than \$50,000,000.

Environmental Liability – in an amount not less than \$10,000,000 for sudden and accidental pollution, or, to the extent not prohibited by any applicable law, an Airline may provide for reasonable limits of self-insurance against environmental liability risks. All amounts paid to the Authority by an Airline on account of any self-insurance program shall be deemed insurance proceeds. To the extent an Airline self-insures as to environmental liability, the protections afforded the Authority by such Airline shall be the same as if insurance were provided by a third-party insurer, and such Airline shall have all the obligations and liabilities of a third party insurer hereunder (e.g. obligation to provide a defense).

(iii) Aircraft Liability Insurance shall be maintained by each Airline for all owned, non-owned, leased or hired aircraft, including passenger coverage. The limits of coverage shall not be less than:

Bodily & Personal Injury & Property Damage Liability	\$200,000,000 Combined Single Limit Each Occurrence & Aggregate, with a \$25,000,000 sublimit for Personal Injury to non-passengers

(iv) Business Automobile Liability Insurance shall be maintained by each Airline as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles. The limits of coverage shall not be less than:

Bodily & Personal Injury & Property Damage Liability	\$1,000,000 Combined Single Limit Each Occurrence & Aggregate, with a \$25,000,000 sublimit for Personal Injury to non-passengers

(v) Umbrella Liability Insurance or Excess Liability Insurance may be used to reach the limits of liability required by this Article 11.

ARTICLE 12

CANCELLATION OF LETTER OF AUTHORIZATION BY THE AUTHORITY

12.1 Termination of Events. The Authority shall be entitled to cancel or terminate a Letter of Authorization or Operating Permit, as described below, upon the occurrence of any of the following with respect to the applicable Airline ("Event of Default"):

(a) The conduct by an Airline of any business or performance of any acts at the Airport not specifically authorized by this Resolution or by other agreements between the Authority and such Airline, and such business or acts do not cease within thirty (30) days after receipt of the Authority's written notice to cease such business or acts.

(b) The failure by an Airline to cure a default in the performance of any of the terms, covenants, and conditions required herein (except Performance Security requirements, insurance requirements, and payment of Rates and Charges, all as provided for below) within thirty (30) days after receipt of written notice by the Authority of such default; or, if by reason of the nature of such default, the same cannot be cured within thirty (30) days following receipt of written demand from the Authority to do so, such Airline fails to commence curing such default within such thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof and, in any event, fails to cure such default within a reasonable time or ninety (90) days after receipt of notice of such default, whichever is earlier. The defaulting Airline shall have the burden of proof to demonstrate (i) that the default cannot be cured within thirty (30) days, and (ii) that it is proceeding with diligence to cure said default, and that such default can be cured within the earlier of a reasonable period of time or ninety (90) days.

(c) The failure by an Airline to pay any part of the Rates and Charges due the Authority and the continued failure to pay such amounts in full within fifteen (15) days after the Authority's written notice of such default; provided, however, that if a dispute arises between the Authority and such Airline with respect to any obligation or alleged obligation of such Airline to make certain payments to the Authority, payments made under protest by such Airline shall not waive any of such Airline's rights to contest the validity or amount of such payment. In the event any court or other body having jurisdiction determines all or any part of the protested payment shall not be due, then the Authority shall promptly reimburse such Airline or credit against future payments by such Airline any amount determined as not due.

(d) The failure by an Airline to provide and keep in force the Performance Security, to the extent required.

(e) The failure by an Airline to obtain and keep in force the insurance coverages described herein.

(f) The appointment of a trustee, custodian, or receiver of all or a substantial portion of Airline's assets.

(g) The divestiture of an Airline's estate herein by operation of law, by dissolution, or by liquidation (not including a merger or sale of assets).

(h) The insolvency of an Airline; or if an Airline shall take the benefit of any present or future insolvency statute, shall make a general assignment for the benefit of creditors, or shall seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof including the filing by such Airline of a voluntary petition of bankruptcy or the institution of proceedings against such Airline for the adjudication of such Airline as a bankrupt.

(i) The abandonment by an Airline of any Committed Premises, or its conduct of business at the Airport; and, in this connection, suspension of operations for a period of thirty (30) days will be considered abandonment in the absence of a labor dispute or other governmental action in which such Airline is directly involved.

(j) The failure by an Airline to remit PFCs in accordance with Section 18.2.

12.2 Continuing Responsibilities. Notwithstanding the occurrence of any Event of Default applicable to it, an, Airline shall remain liable to the Authority for all Rates and Charges payable hereunder and for all preceding breaches of any obligation owed the Authority. Furthermore, unless the Authority elects to cancel any Letters of Authorization, an Airline shall remain liable for and promptly pay all Rates and Charges accruing thereunder through the end of the term of such Letter of Authorization.

12.3 The Authority's Remedies. Upon the occurrence of an Event of Default with respect to an Airline, the following remedies, which shall be cumulative, shall be available to the Authority:

(a) The Authority may exercise any remedy provided by law or in equity, including but not limited to the remedies hereinafter specified.

(b) The Authority may cancel any Letters of Authorization with such Airline, or, any Operating Permit signed by such Airline, effective upon the date specified in the notice of cancellation. Upon such date, the defaulting Airline shall be deemed to have no further rights thereunder and the Authority shall have the right to take immediate possession of Airline's Committed Premises.

(c) The Authority may reenter the Airline Premises and may remove all of such Airline's persons and property from same upon the date of reentry specified in the Authority's written notice of reentry. Upon any removal of an Airline's property by the Authority hereunder, such Airline property may be stored at a public warehouse or elsewhere at such Airline's sole cost and expense.

(d) The Authority may reassign Committed Premises and any improvements thereon or any part thereof at such Rates and Charges and upon such other terms and conditions

as the Authority, in its sole discretion, may deem advisable, with the right to make alterations, repairs or improvements on such Committed Premises.

(e) No reentry or reassignment of Committed Premises by the Authority shall be construed as an election on the Authority's part to cancel the applicable Letter of Authorization, unless a written notice of cancellation is given to Airline.

(f) The Authority shall have no obligation to reassign any Committed Premises pursuant to a Letter of Authorization prior to the assignment of any other similar Terminal space pursuant to a Letter of Authorization. The Authority shall have exclusive discretion as to which Terminal space to assign at any time.

(g) Airline shall pay to the Authority all other costs incurred by the Authority in the exercise of any remedy in this Article 12, including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees.

12.4 Remedies Under Federal Bankruptcy Laws. Notwithstanding the foregoing, upon the filing by or against an Airline of any proceeding under federal bankruptcy laws, if such Airline has defaulted in the performance of any provision of a Letter of Authorization or Operating Permit within the six (6) months preceding such filing, the Authority shall have the right to cancel such Letter of Authorization or Operating Permit, as applicable, in addition to other remedies provided under provisions of the Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984, as such may be subsequently amended, supplemented, or replaced. Such cancellation shall be by written notice to the affected Airline within sixty (60) days from the date of Airline's initial filing in bankruptcy court.

ARTICLE 13

CANCELLATION OF LETTER OF AUTHORIZATION BY AN AIRLINE

13.1 Termination Events. An Airline will be entitled to terminate a Letter of Authorization upon the occurrence of any of the following events applicable to such Airline:

(a) The Authority fails to keep, perform, or observe any material term, covenant, or condition herein contained, to be kept, performed, or observed by the Authority and such failure continues for thirty (30) days after receipt of written notice of such failure from an Airline; or, if by its nature such default cannot be cured within such thirty (30) day period, the Authority shall not commence to cure such default within said thirty (30) days and thereafter to cure or remove the same as promptly as reasonably practicable.

(b) Airport is closed to flights in general or to the flights of an Airline, for reasons other than those circumstances within the Airline's control, and Airport fails to be reopened to such flights within sixty (60) consecutive days from such closure.

(c) The Airport is permanently closed as an air carrier airport by act of any federal, state, or local government agency having competent jurisdiction; or an Airline is unable to use the Airport for a period of at least forty-five (45) consecutive days due to any law or any order, rule or regulation of any governmental authority having jurisdiction over the operations of the Airport; or any court of competent jurisdiction issues an injunction preventing the Authority or such Airline from using Airport for airport purposes, for reasons other than those circumstances within such Airline's control or resulting from such Airline's actions, and such injunction remains in force for a period of at least forty-five (45) consecutive days.

(d) The United States Government or any authorized agency thereof (by executive order or otherwise) assumes the operation, control, or use of the Airport in such a manner as to substantially restrict an Airline from conducting its operations, if such restriction continues for a period of sixty (60) consecutive days or more.

13.2 Airline's Remedy. So long as an Airline is not in default of any obligation hereunder, including but not limited to payments due to the Authority, such Airline may cancel any Letter of Authorization or part thereof impacted by, and upon the occurrence of, an event described in Section 13.1 above upon delivery of written notice of cancellation to the Authority any time prior to such event being cured. All obligations of Airline to pay Rates and Charges under that part of the Letter of Authorization cancelled hereby, other than Rates and Charges payable for periods and activities prior to such cancellation, shall cease as of the date of such cancellation and such Airline shall surrender the Committed Premises to the Authority. The Airline shall continue to be responsible for all Rates and Charges applicable to its use or occupancy of the Airfield, Terminal or Terminal Apron.

ARTICLE 14

SURRENDER OF AIRLINE PREMISES

14.1 Surrender and Delivery. Upon expiration or cancellation of a Letter of Authorization or Operating Permit, or a reassignment of any Airline Premises not subject to a Letter of Authorization, an Airline shall promptly and peaceably surrender to the Authority its Airline Premises and all improvements thereon to which the Authority is entitled in good and fit condition, reasonable wear and tear, as well as damage or repair which is the responsibility of the Authority hereunder, excepted; provided, however, nothing in this Section 14.1 shall be construed to modify the obligations of the parties set forth in Article 9, Article 10, and Article 11.

14.2 Removal of Property. Provided an Airline is not in default for payment of Rates and Charges hereunder, an Airline is permitted at any time to remove from the Airport its aircraft, tools, equipment, trade fixtures, and other personal property, title to which shall remain in the Airline, unless otherwise set forth herein, and shall remove such aircraft, tools, equipment, trade fixtures, and other personal property from any Airline Premises no longer assigned to such Airlines within five (5) business days following any notice to such Airline that such Airline Premises are no longer assigned to it, subject to any valid lien which the Authority may have thereon for unpaid Rates and Charges. No Airline may abandon any portion of its property at the Airport without the written consent of the Authority. Any and all property not removed by Airline from former Airline Premises, as required hereby, shall, at the option of the Authority, (i) become the property of the Authority at no cost to the Authority; (ii) be stored by the Authority, at no cost to the Authority; or (iii) be sold at public or private sale at no cost to the Authority, with the proceeds thereof being retained by the Authority. Except as may be agreed to otherwise by the Authority and an Airline, all Authority property damaged by or as a result of the removal of Airline's property shall be restored by Airline to the condition existing before such damage at Airline's expense.

ARTICLE 15

ASSIGNMENT AND HANDLING AGREEMENTS

15.1 Assignment by an Airline.

(a) No Airline may, directly or indirectly, assign, sell, hypothecate, or otherwise transfer its rights under a Letter of Authorization, an Operating Permit or any portion of Airline Premises assigned to such Airline, without the prior written consent of the Authority; provided, however, Airline may assign such rights to any person, firm or corporation with which Airline may merge or consolidate or which may succeed to the business of Airline or which purchases all or substantially all of such Airline's assets. The Authority may withhold its consent hereunder for any reason, including the availability for assignment to others of alternative space.

(b) No Airline may allow any third party Airline to use of any Airline Premises assigned to such Airline, other than an Identified Affiliate, without the prior written consent of the Authority, which consent may be withheld if the Authority has alternative unassigned space available or if the Authority can make such space available for assignment within a reasonable time.

(c) An Airline shall include with its request for permission to assign Committed Premises, a copy of the proposed assignment agreement. The assignment agreement submitted with Airline's request shall include the following information: (i) the term; (ii) the area or space to be assigned; (iii) the amounts to be charged; and (iv) a provision that assignee must execute a separate Operating Permit or Letter of Authorization with the Authority for operating at the Airport. Any other information reasonably requested by the Authority pertaining to said assignment shall be promptly provided by Airline. A fully executed copy of such assignment shall be submitted to the Authority for final approval prior to the occupancy of the Committed Premises, or any portion thereof, by the assignee.

(d) Nothing in this Article 15 shall be construed to release an Airline from its obligations under a Letter of Authorization, including but not limited to, the payment of Rates and Charges provided herein, with respect to the Airline Premises, including such portion of the Airline Premises assigned, unless otherwise agreed in writing by the Authority.

15.2 Handling Agreements. In the event any Airline agrees to ground handle any portion of the operations of another Airline, other than an Identified Affiliate, such Airline shall provide the Authority advance written notice of such proposed activities, including a description of the type and extent of services to be provided, and shall comply with all Authority Policies and Procedures in effect from time to time applicable to such activity, including, without limitation, policies relating to the payment to the Authority of a percentage of fees received by Airline for such service. Notwithstanding the foregoing or any Authority Policies and Procedures to the contrary, an Airline shall have no obligation to pay to the Authority a percentage of fees received by Airline for performing ground handling or other permitted services if and to the extent the Airline receiving the services is a party to a Rate and Revenue

Sharing Agreement and is not in breach thereof. (Please see Section 5.4(d) for an exclusion from the requirement to pay fees to the Authority for ground handling and other services provided by a third party to an Airline.)

ARTICLE 16

AVAILABILITY OF ADEQUATE FACILITIES

16.1 Reassignment of Preferential Use Premises. The Authority may reassign to another Airline one or more of an Airline's gates assigned as Preferential Use Premises under a Letter of Authorization if: (1) such Airline's scheduled average utilization for such preferentially assigned gate(s) falls below four (4) flights per gate per day; (2) the Authority determines that there is a reasonable need for the preferential use of such gate(s) by another Airline; and (3) such other Airline meets the required four (4) flights per gate per day minimum. Prior to such reassignment becoming effective, the reassigned Airline shall have a sixty (60) day period to adjust its schedule to equal or exceed four (4) flights per gate per day so as not to be subject to such reassignment during the term of its Letter of Authorization. When determining specific Preferential Use Premises to be reassigned, the Authority will use reasonable efforts to not reassign facilities that will disrupt the continuity and staffing of an Airline's operation

16.2 Regional/Commuter Operations.

(a) To the extent practical, aircraft that are capable of connecting to a loading bridge must use a Terminal Apron equipped with a loading bridge for the enplaning and deplaning of passengers.

(b) Aircraft that are not capable of connecting to a loading bridge will use those areas of the Terminal Aprons designated by the Authority and will be accessed from the ramp level through commuter facilities unless otherwise approved by the Authority.

ARTICLE 17

GOVERNMENT INCLUSION

17.1 Government Agreements. The terms of this Resolution shall be subordinate to, and shall be automatically modified to comply with, the provisions of any existing or future agreements between the Authority and the United States Government or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport, to the extent that the provisions of any such existing or future agreements are generally required by the United States or other governmental authority as a condition to receiving such funds. The Authority agrees to provide Airlines written advance notice of any provisions which would adversely modify the material terms of this Resolution.

17.2 Federal Government's Emergency Clause. All provisions of this Resolution shall be subordinate to the rights of the United States of America to operate the Airport or any part thereof during time of war or national emergency. Such rights shall supersede any provisions of this Resolution inconsistent with the operations of the Airport by the United States of America.

17.3 Nondiscrimination.

(a) Each Airline for itself, its personal representatives, successors in interest, and assigns, as a condition of operating at the Airport, shall operate at the Airport so that (i) no person on the grounds of race, color, creed, sex, national origin or other federally protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Airline Premises, (ii) in the construction of any improvements on, over, or under Airline Premises and the furnishing of services thereon, no person on the grounds of race, color, creed, sex, national origin or other federally protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, and (iii) such Airline shall use the Airline Premises in compliance with all other requirements imposed by or pursuant to 14 CFR 152 and Title VI of the Civil Rights Act of 1964 and 49 CFR, Subtitle A, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended.

(b) Each Airline acknowledges that the provisions of 49 CFR, Part 23, Disadvantaged Business Enterprises ("DBE"), as such regulations may be amended, and such other similar regulations as may be enacted, may be applicable to the activities of Airline at the Airport, unless exempted by said regulations, and by choosing to operate at the Airport, each Airline shall be deemed to have agreed to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

17.4 Security. Each Airline, its officers, employees, agents, and those under its control, shall comply with all security measures required of Airline by the Authority, TSA, FAA or contained in any Airport master security plan approved by the TSA or FAA. If an Airline, or its officers, employees, agents, or those under its control, shall fail or refuse to comply with such measures and such non-compliance results in a monetary penalty being assessed against the Authority, then, in addition to any other remedies available to the Authority, such non-complying Airline shall be responsible for, and shall reimburse the Authority in the full amount of, any such monetary penalty or other damages.

17.5 Environmental.

(a) General Conditions.

Each Airline must:

(i) be knowledgeable of all applicable federal, state, regional, and local environmental laws (including common law), ordinances, rules, regulations and orders, which apply to Airline's operations at the Airport (collectively, "Environmental Laws") and acknowledge that such Environmental Laws change from time-to-time. Each Airline must keep informed of any such future changes.

(ii) comply with all applicable Environmental Laws which apply to Airline's operations. Each Airline shall hold harmless and indemnify the Authority for any violation by such Airline of such applicable Environmental Laws and for any non-compliance by such Airline with any permits issued to Airline or to the Authority (to the extent applicable to Airline) pursuant to such Environmental Laws, which hold harmless and indemnity shall include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures or monitor environmental conditions and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against Airline, its employees, invitees, suppliers, or service providers or the Authority by reason of such Airline's violation or non-compliance.

(iii) cooperate with any investigation, audit or inquiry by the Authority or any governmental or quasi-governmental agency, regarding possible violation by Airline of any Environmental Law upon the Airport, to the extent applicable or potentially applicable to Airline.

(iv) promptly provide to the Authority any notice of violation, notice of non-compliance, or other enforcement action relating to the Airport promptly after receipt by Airline or Airline's agent.

(b) Stormwater.

(i) Each Airline shall observe and abide by all stormwater rules and regulations as may be applicable to Airline and its use of the Authority's property.

(ii) Any stormwater discharge permit issued to the Authority may name such Airline as a co-permittee. Each Airline shall closely cooperate with the Authority to ensure compliance with any applicable stormwater discharge permit terms and conditions. Each Airline shall undertake such actions necessary to minimize the exposure of stormwater to “significant materials” generated, stored, handled or otherwise used by such Airline, as such term may be defined by applicable stormwater rules and regulations, by implementing and maintaining “best management practices” as that term may be defined in applicable stormwater rules and regulations.

(iii) Within ten (10) days after receipt of any written notice from the Authority or any governing authority relating to stormwater discharge requirements applicable to Airline, an Airline shall notify the Authority in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If an Airline does not provide such timely notice, such Airline shall undertake at its sole expense, unless otherwise agreed to in writing between the Authority and Airline, those stormwater permit requirements for which it has received written notice from the Authority, and Airline will hold harmless and indemnify the Authority for any violations or non-compliance by such Airline with any such permit requirements.

(c) Solid and Hazardous Waste.

(i) Each Airline shall comply with all applicable federal, state and local laws relating to such Airline's transportation, handling, storage, treatment or disposal of solid or hazardous waste at the Airport, and any rules and regulations promulgated thereunder, including but not limited to, ensuring that the transportation, storage, handling and disposal of such hazardous wastes are conducted in full compliance with applicable law.

(ii) Each Airline shall provide the Authority, or, at Authority's option, make available for review by the Authority, upon request, copies of all hazardous waste permit application documentation, permits, monitoring reports, transportation, responses, storage, disposal and contingency plans and material safety data sheets applicable to Airline's operations at the Airport, within ten (10) days after any such requests by the Authority, all of which shall be maintained in compliance with applicable Environmental Laws. Each Airline shall have, and shall implement as needed, to the extent required by applicable Environmental Laws, a written plan addressing containment and clean up of fuel and/or oil spills.

(d) Air Quality. Each Airline agrees to comply with all applicable Environmental Laws relating to the quality of air in any confined or indoor spaces.

ARTICLE 18 GENERAL PROVISIONS

18.1 Subordination to Bond Resolution.

(a) This Resolution and all privileges granted to the Airlines hereunder are expressly subordinated and subject to the lien, covenants (including the rate covenants), and provisions of the Bond Resolution. To the extent this Resolution is inconsistent with the Authority's requirements under the Bond Resolution, this Resolution shall be deemed amended to the extent and for the duration needed to allow the Authority to comply with such Bond Resolution requirements. To the extent required by the Bond Resolution or law, the holders of the Bonds or their designated representatives shall have the right to exercise any and all rights of the Authority hereunder.

(b) With respect to property assigned by the Authority to an Airline hereunder which was or is to be acquired or constructed by the Authority with proceeds of Bonds, the interest on which is, or is intended to be, excludable from the gross income of the holders of such Bonds for federal income tax purposes, each such Airline shall protect the tax-exempt status of the Bonds.

(c) Each Airline shall execute all instruments, certificates, or other documents reasonably requested by the Authority to assist the Authority and bond counsel in determining and assuring that Bonds are issued in compliance with applicable rules and regulations of the Internal Revenue Service and the Securities and Exchange Commission, and each Airline shall provide whatever additional relevant information is reasonably requested by the Authority initially or on an ongoing basis in connection with complying with any of those rules and regulations.

18.2 Passenger Facility Charge. The Authority reserves the right to assess and collect PFC's subject to the terms and conditions set forth in the Aviation Safety and Capacity Expansion Act of 1990, now Codified as 49 U.S.C. §40117 and implementing regulations as may be supplemented or amended from time to time. Each Airline shall collect and pay all PFC's for which it is responsible under applicable law or regulation.

18.3 Use of Airline Premises. Consistent with the nature of each Airline's business, each Airline's occupancy of its Airline Premises will be lawful and quiet and each Airline will not knowingly use or permit the use of Airline Premises in any way that would violate the terms of this Resolution or any Letter of Authorization, create a nuisance, or disturb other tenants or the general public. Each Airline shall be responsible for the activity of its officers, employees, agents, and others under its control with respect to this provision

18.4 Performance. Time is of the essence with respect to the obligations in this Resolution and in each Letter of Authorization.

18.5 Avigation Rights. The Authority reserves unto itself, its successors, and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Airport, including Airline Premises, for navigation or flight in such airspace for landing on, taking off from, or operating at the Airport.

18.6 Rules and Regulations and Operational Directives.

(a) Each Airline, its officers, employees, agents, and others under its control shall observe and obey all laws, regulations, and orders of the federal, state, county, municipal governments and the Authority (acting in its governmental capacity) which may be applicable to such Airline's operations at the Airport.

(b) The Executive Director and/or Authority staff may from time to time adopt, amend, or revise the Authority Policies and Procedures for reasons of safety, health, preservation of the property, or for the maintenance of the good, efficient and orderly appearance and/or operation of the Airport. Each Airline, and its officers, employees, agents, and others under its control, shall faithfully comply with and observe all lawful Authority Policies and Procedures, of which airline has received actual or constructive notice.

(c) Each Airline shall be strictly liable and responsible for obtaining, maintaining current, and fully complying with, any and all permits, licenses, and other governmental authorizations, however designated, as may be required at any time by any federal, state, or local governmental entity or any court of law having jurisdiction over such Airline or such Airline's operations and activities.

18.7 Inspection. The Authority's authorized representatives shall have access to Committed Premises for the purpose of examining and inspecting such premises, for purposes necessary, incidental to, or connected with the performance of its operational obligations, or, in the exercise of its governmental functions. Except in the case of an emergency, the Authority shall conduct such inspections during reasonable business hours, after reasonable prior notice to an Airline and in the presence of such Airline's representative.

18.8 Titles. Paragraph titles are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or extent of any provision of this Resolution.

18.9 Severability. In the event that any covenant, condition, or provision of this Resolution is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not materially prejudice either the Authority or any Airline in their respective rights and obligations contained in the valid covenants, conditions, or provisions of this Resolution or any Letter of Authorization.

18.10 Other Agreements. Other than as set forth herein, nothing contained in this Resolution shall be deemed or construed to nullify, restrict, or modify in any manner the

provisions of any other lease or contract between the Authority and an Airline authorizing the use of the Airport, its facilities, and appurtenances.

18.11 Approvals. Unless otherwise stated, whenever the Resolution calls for approval by the Authority, such approval shall be evidenced by the written approval of the Executive Director.

18.12 Notice.

(a) All notices, requests, consents, and approvals served or given under this Resolution shall be served or given in writing with proof of delivery. If intended for the Authority, notices shall be delivered to:

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

or to such other address as may be designated by the Authority by written notice to Airline.

(b) Notices to an Airline shall be delivered to the address on file with the Director of Board Services of the Authority, or to such other address as may be designated by an Airline by written notice to the Authority.

18.13 Agent For Service. Each Airline shall, upon request, notify the Authority, in writing, of the name and address of its agent for service of process in Florida. Such service shall be made as provided by the laws of the State of Florida for service upon a non-resident engaging in business in the State.

18.14 Governing Law and Legal Forum. This Resolution, all Letters of Authorization and all Operating Permits are to be read and construed in accordance with the laws of the State of Florida. Exclusive venue for all dispute resolution, including litigation, concerning or arising out of this Resolution, all Letters of Authorization and all Operating Permits shall be in Orange County, Florida.

18.15 Third-Party Beneficiary. Each Airline understands and agrees that the City is a third party beneficiary to this Resolution, each Letter of Authorization and each Operating Permit, with full rights of enforcement therein.

18.16 Most Favored Nation Clause. In the event the Authority offers an Airline the opportunity to use the Airfield and Terminal on terms and conditions that are materially different, and more favorable than the terms and conditions described herein, such offer shall also be made to all similarly situated Airlines (e.g. an Airline that makes substantially similar use

of the Airport, operates substantially similar aircraft and utilizes substantially similar facilities as the Airline offered the more favorable terms and conditions), subject to the same conditions and limitations as the original offer. The foregoing Authority obligation shall not apply to lawfully permitted incentive programs.

18.17 No Individual Liability. No member, officer, agent, director or employee of either the Authority or an Airline shall have any personal liability under this Resolution for the failure of the Authority or such Airline, as applicable, to comply with the terms hereof.

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This Resolution was approved and adopted by the Greater Orlando Aviation Authority on October 16, 2013.

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Frank Kruppenbacher
Chairman

ATTEST:

By: _____
Dayci S. Burnette-Snyder
Assistant Secretary

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RATE AND REVENUE SHARING AGREEMENT

This Rate and Revenue Sharing Agreement is made as of this ____ day of _____, 2013 by and between the Greater Orlando Aviation Authority (the "Authority") and _____ ("XXX").

Background

A. The Authority has adopted rates and charges for operations at Orlando International Airport (the "Airport") by Airlines pursuant to a resolution of the Authority's Board dated October 16, 2013, and effective November 1, 2013 (the "Rate Resolution").

B. The Authority has offered to share Net Shared Revenues with the passenger Airlines in exchange for certain promises by the Airlines concerning space commitments and acceptance by the Airlines of the Rate Resolution and the methodology for calculating rates and charges thereunder.

Agreement

NOW, THEREFORE, in consideration of the promises set forth herein, the Authority and XXX hereby agree as follows:

1. Definitions.

(a) "Airport Exclusive Revenue Sources" shall mean (i) that certain real property commonly referred to as the "Poitras Property" and (ii) rail, rail corridors or rail terminals, if any.

(b) "Net Shared Revenues" shall mean the amount by which (i) all Revenues generated by the operation of the Airport for a Fiscal Year (with the exception of, and not including, Revenues generated from the operation, use, sale, lease or other exploitation of Airport Exclusive Revenue Sources), minus (ii) all Debt Service and Operating Expenditures (including the Operating Reserve Requirements) incurred in connection with the operation of the Airport for such Fiscal Year; exceeds Forty Five Million Dollars (\$45,000,000) in fiscal Year 2014, Fifty Million Dollars (\$50,000,000) in Fiscal Year 2015 and Fifty Five Million Dollars (\$55,000,000) in Fiscal Year 2016.

(c) "Participating Airlines" shall mean all passenger Airlines that have executed and are parties to an effective Rate and Revenue Sharing Agreement for the applicable Fiscal Year.

(d) "Participating Operating Payments" shall mean all Landing Fees, FIS Fees, Common Use Baggage Charges, Facility Fees paid for the use of bag make-up space, and Rates and Charges paid for Committed Premises under a Letter of Authorization for the use and occupancy of Terminal facilities and the Terminal Apron by a passenger Airline, which, for the avoidance of doubt, excludes all Facility Fees (other than Facility Fees paid for the use of bag

make-up space), ramp parking fees, RON fees and certain ancillary charges, such as phone or utility charges.

(e) "Rate and Revenue Sharing Agreement" shall mean an agreement between the Authority and an Airline in a form substantially similar to this agreement.

(f) "Revenue Share Percentage" shall equal a fraction, the numerator of which is the total amount of Participating Operating Payments paid to the Authority by XXX, on behalf of itself and its Identified Affiliates, for a Fiscal Year and the denominator of which is the total amount of Participating Operating Payments paid to the Authority by all Participating Airlines, on behalf of themselves and their Identified Affiliates, for a Fiscal Year.

(g) Capitalized terms not defined herein shall have the definitions assigned to such terms in the Rate Resolution.

2. XXX Covenants.

(a) XXX agrees not to challenge the Rate Resolution, the rate making methodology thereunder (the "Methodology"), or the rates and charges determined in accordance with the Methodology for a period of three (3) years (i.e. Fiscal Years 2014, 2015 and 2016). The agreement of XXX in this paragraph means that XXX shall not file, participate in, finance, contribute to or otherwise support a formal complaint or lawsuit with, or a specific request for action to, the United States Department of Transportation ("USDOT"), the Federal Aviation Administration ("FAA"), or any state or federal court objecting to or challenging the Authority's Rate Resolution, the rates and charges determined thereunder, or the rate Methodology therein, including but not limited to commencing a "rocket docket" proceeding under 49 U.S.C. § 47129 with the USDOT or a Part 16 complaint with the FAA.

(b) XXX agrees to pay Rates and Charges for its use and occupancy of space, facilities and equipment at the Airport calculated in accordance with the Methodology for Fiscal Years 2014, 2015 and 2016, and acknowledges that this Agreement constitutes a written agreement with air carriers within the meaning of 49 U.S.C. § 47129(e)(1).

(c) XXX shall execute, prior to December 31, 2013, a Letter of Authorization committing to occupy and use at least one gate/holdroom area and corresponding ticket counter queue space and bag make-up space, as prescribed by Airport Policies and Procedures, through September 30, 2016.

3. Authority Covenants.

(a) (i) In the event Airlines accounting for seventy five percent (75%) or more of the enplaned passengers at the Airport for the twelve (12) months ending September 30, 2013 sign a Rate and Revenue Sharing Agreement on or prior to December 31, 2013, the Authority will agree not to materially modify the Methodology through fiscal year 2016. XXX acknowledges that Rates and Charges are likely to, and are permitted to, change from year to year, even though the rate Methodology does not change.

(ii) Notwithstanding the foregoing, in the event (1) the Methodology is successfully challenged by one or more Airlines, whether or not such Airlines signed a Rate and Revenue Sharing Agreement, (2) the Authority deems it to be in the Authority's best interest to settle such a challenge, (3) the Authority is otherwise required to modify the Methodology in accordance with applicable law, regulation or directive, or (4) Airlines accounting for seventy five percent (75%) or more of the enplaned passengers for the most recent twelve (12) full months preceding an agreement to change the Methodology do agree with the Authority on changes to the Methodology, then the Authority shall be released of its obligation under Section 3(a)(i) above not to materially modify the Methodology.

(iii) In the event the Authority materially modifies the Methodology for any reason other than as set forth in Section 3(a)(ii)(4) then (1) XXX's agreement in Sections 2(a) and (b) above shall terminate and be of no further force and effect for any Fiscal Year affected by such material modifications, and (2) XXX shall have the option, for a period of sixty (60) days after receipt of notice of such material modification, to terminate the remaining period of the Letter of Authorization signed pursuant to Section 2(c) above; and upon any subsequent challenge by XXX to the Rate Resolution, the materially modified Methodology or rates and charges determined in accordance with the materially modified Methodology or upon the termination of the Letter of Authorization, the obligation of the Authority to make any Revenue Sharing Payment hereunder shall terminate and be of no further force and effect and XXX shall reimburse to the Authority all Revenue Sharing Payments made to XXX hereunder for the Fiscal Years to which the challenge relates or for which the Letter of Authorization was terminated.

(b) (i) For each Fiscal Year from Fiscal Year 2014 through Fiscal Year 2016, Authority will pay to XXX an amount equal to XXX's Revenue Share Percentage of any Net Shared Revenues generated in such Fiscal Year ("Revenue Sharing Payment").

(ii) In the event of a breach by XXX of this Agreement and, in the case of a failure to timely pay Rates and Charges under Section 2(b) above, such breach is not cured within fifteen (15) business days after written notice to XXX, (1) the obligation of Authority to make any Revenue Sharing Payment hereunder shall terminate and be of no further force and effect, and (2), except in the case where such breach was a failure to timely pay Rates and Charges under Section 2(b) above, XXX shall reimburse to the Authority all Revenue Sharing Payments previously made to XXX hereunder. Reimbursed Revenue Sharing Payments shall be retained by the Authority and not redistributed to XXX or any other Airlines.

(iii) Authority shall use commercially reasonable efforts to pay to XXX the Revenue Sharing Payment owed to XXX each Fiscal Year within thirty (30) days after acceptance of the audit for the applicable Fiscal Year by the Authority Board. To the extent reliable information is available to the Authority to make Revenue Sharing Payment calculations, the Authority will pay seventy five percent (75%) of the estimated final Revenue Sharing Payment on or before December 31 of each year for the prior Fiscal Year.

(iv) In the event the Authority is prohibited by applicable law or regulation from sharing Revenues from any particular source, the Authority and XXX agree that Revenues from such source shall not be shared. In such case, the Authority shall identify

specific sources from which Revenues may be shared and, to the extent possible, attribute Net Shared Revenues as being derived from such sources.

4. Notice.

(a) All notices, requests, consents, and approvals served or given under this Agreement shall be served or given in writing with proof of delivery. If intended for Authority, notices shall be delivered to:

Executive Director
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

or to such other address as may be designated by Authority by written notice to XXX.

(b) Notices to XXX shall be delivered to:

Attn.: _____

or to such other address as may be designated by XXX by written notice to Authority.

5. Amendment.

Except as specifically set forth herein, nothing herein shall amend, modify, or terminate the terms of the Rate Resolution or the terms of any Letter of Authorization or Operating Permit between the Authority and XXX.

6. Entire Agreement.

This Rate and Revenue Sharing Agreement is the entire agreement of the parties with respect to the subject matter herein, and supersedes all prior agreements relating to such subject matter, whether written or oral.

7. Governing Law, Jurisdiction, and Venue.

This Agreement shall be governed by the laws of the State of Florida. The parties hereto consent to the personal jurisdiction of, and agree that exclusive venue for any and all actions or lawsuits filed in connection with the Agreement shall be in, the state and federal courts in and for Orange County, Florida or the Middle District of Florida.

This agreement has been executed by the parties as of the date set forth above.

XXX

Greater Orlando Aviation Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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APPENDIX E

**AUDITED FINANCIAL STATEMENTS
AND REPORT OF THE INDEPENDENT AUDITORS
THEREON FOR THE FISCAL YEARS
ENDED SEPTEMBER 30, 2013 AND 2014**

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INDEPENDENT AUDITOR'S REPORT

The Authority Board
Greater Orlando Aviation Authority
Orlando, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the Greater Orlando Aviation Authority (the "Authority") as of and for the fiscal years ended September 30, 2014 and 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority as of September 30, 2014 and 2013, and the changes in its financial position and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter – Adoption of New Accounting Standard

As discussed in Note 1 to the financial statements, the Authority adopted Governmental Accounting Standards Board Statement 65, "*Items Previously Reported as Assets and Liabilities*" ("GASB 65") during the fiscal year ended September 30, 2014. The Authority retroactively applied the accounting changes to conform to the provisions of GASB 65 by restating the financial statements for the fiscal year ended September 30, 2013. Our opinion is not modified with respect to that matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, 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 basic financial statements, and other knowledge we obtained during our audit of the basic 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.

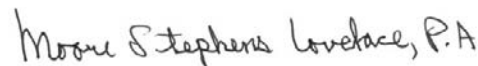
Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The introductory section, supplemental schedules, and the statistical section, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the financial statements. The supplemental schedules are the responsibility of management and were derived from and relate 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 auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 30, 2015, on our consideration of the Authority'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 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 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 Authority's internal control over financial reporting and compliance.


MOORE STEPHENS LOVELACE, P.A.
Certified Public Accountants

Orlando, Florida
January 30, 2015

MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)

The following discussion and analysis of the Greater Orlando Aviation Authority (the Authority) provides an introduction to the basic financial statements for the fiscal years ended September 30, 2014 and 2013 with selected comparative information for the fiscal year ended September 30, 2012. This discussion has been prepared by management and should be read in conjunction with the basic financial statements, footnotes, and supplementary information found in this report. This information taken collectively is designed to provide readers with an understanding of the Authority's finances.

Overview of the Financial Statements

The Authority is structured as an enterprise fund with separate accounts for Orlando International Airport and Orlando Executive Airport. The financial statements are prepared on the accrual basis of accounting. Therefore, revenues are recognized when earned and expenses are recognized when incurred. Capital assets are capitalized and depreciated, except for land and assets held for future use, over their useful lives. See "Notes to the Financial Statements" for a summary of the Authority's significant accounting policies and practices.

The Balance Sheets present information on all of the Authority's assets, deferrals, and liabilities, with the difference between total assets and deferrals and total liabilities reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of the Authority's financial position.

The Statements of Revenues, Expenses and Changes in Net Position present information showing how the Authority's net position changed during the year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for certain items that will result in cash flows in future fiscal periods.

The Statements of Cash Flows report the flows of cash and cash equivalents. Consequently, only transactions that affect the Authority's cash accounts are recorded in these statements. A reconciliation follows these statements to assist in the understanding of the difference between cash flow from operating activities and operating income.

Authority Activity Highlights

Total enplanements increased 0.6% during fiscal year 2014 while operations decreased by 1.6%. The increase in enplanements was due to an increase in international travelers. Overall, enplanements were slightly down at Orlando International Airport during fiscal year 2013 with a 1.7% decrease from fiscal year 2012, due largely to reduced domestic seat capacity, while operations decreased by 3.6%. Fiscal year 2012 was challenged by a number of factors including fluctuating fuel prices, airlines managing seat capacity and an uncertain economy, of all which combined to produce volatile airport passenger counts.

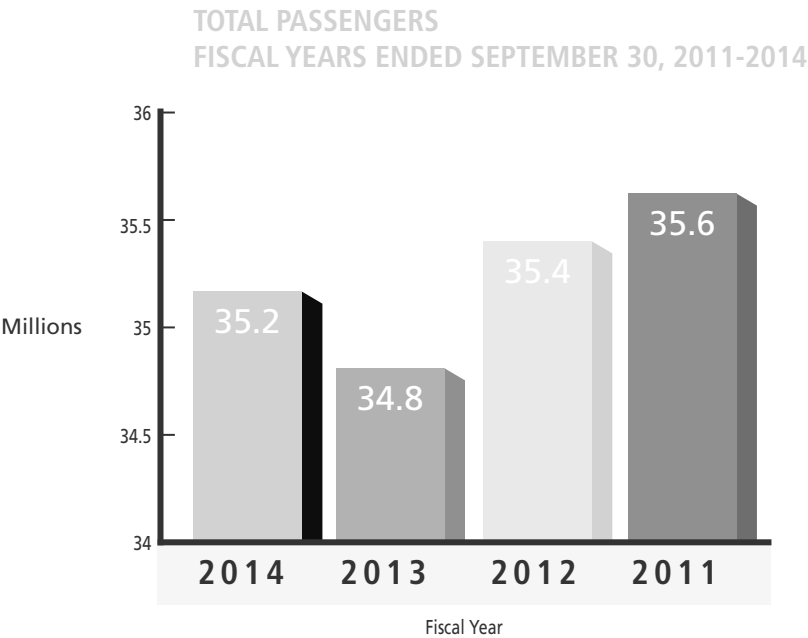
The following chart shows total enplaned passengers and flight operations (landings and take-offs) at Orlando International Airport for a three-year comparative period:

ENPLANEMENTS AND OPERATIONS ACTIVITY FOR 2012 TO 2014

	2014	2013	2012
Enplaned Passengers	17,534,998	17,427,267	17,730,041
Operations	272,208	276,554	286,864

Total passengers served by the Authority during fiscal year 2014 increased by approximately 0.4 million from fiscal year 2013. This follows decreases of approximately 0.6 million total passengers during fiscal year 2013 and 0.2 million total passengers during fiscal year 2012. The Authority continues to monitor changes in passenger levels, making adjustments when necessary to accommodate the demands on the airport facilities.

The following graph represents total passenger activity at Orlando International Airport for the fiscal years ended September 30:



Financial Highlights

The Authority implemented Governmental Accounting Standard Board (GASB) Statement No. 65, Items Previously Reported as Assets and Liabilities, which establishes accounting and financial reporting standards that reclassify, as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets or liabilities. As a result, the Authority restated the beginning net position of fiscal years 2012 and 2013. Also, certain affected expenses for 2012 and 2013 have been restated to reflect the effects of GASB Statement No. 65. These changes are reflected in the following discussion and analysis.

REVENUES

During fiscal years 2012 and 2013, the Authority operated under an Airline-Airport Lease and Use Agreement (ALUA) with certain airlines (the Signatory Airlines) serving the Airport. The ALUA which expired on September 30, 2013, provided for a compensatory rate-making methodology for use of the terminal facilities, a cost center residual rate-making methodology to establish landing fees for the use of the airfield, revenue sharing between the Authority and Signatory Airlines, and an Extraordinary Coverage Protection provision. Effective November 1, 2013, the Authority operates under a Resolution Relating to Airline Rates and Charges and Airline Operating Terms and Conditions For The Use Of Facilities And Services At Orlando International Airport, adopted by the Authority Board October 16, 2013 (the "Resolution"). During the month of October, 2013, the Authority continued to operate under the ALUA which was originally scheduled to expire on September 30, 2013. The Resolution, which has no expiration date, provides for a compensatory rate-making methodology for use of the terminal facilities, including certain activity based charges for use of the baggage system, and a residual rate-making methodology to establish landing fees for the use of the airfield. Any airline may commit to use certain terminal space on an exclusive or preferential basis and, as a result, pay a fixed monthly charge for such space. Otherwise, airlines pay for terminal space assigned by the Authority on a per use basis.

The ALUA provided for the sharing of revenues after the payment of debt service and other fund deposit requirements (net remaining revenues) with the Signatory Airlines. The net remaining revenues for fiscal years 2012 and 2013 were divided between the Authority and Signatory Airlines using an allocation percentage of 75% and 25%, respectively. During FY 2014, an airline may also sign a Rate and Revenue Sharing Agreement ("Rate Agreement"), whereby the airline affirmatively agrees to the Resolution and the rate-setting methodology therein, and further agrees not to challenge the rates and charges calculated under the Resolution's rate-setting methodology through any judicial or regulatory process for a period of three years. Airlines that sign, and comply with the terms of, a Rate Agreement with the Authority are entitled to share in certain revenues remaining after the payment of all Authority debt service and operating expenses, including fund deposit requirements ("Net Remaining Revenues"). The Authority received the first \$45 million of Net Remaining Revenues for FY 2014, with participating airlines sharing in a pool of all Net Remaining Revenues in excess of this amount.

The Signatory Airline revenues for fiscal years 2013 and 2012 represented about 25% of total operating revenue. The Participating Airline revenues for fiscal year 2014 represented about 28% of total operating revenue. The Authority's total revenues increased in fiscal year 2014 mainly due to an increase in airline revenues, concession revenues, rental car revenues, and terminal rents. Those results are as follows:

TOTAL REVENUES (IN THOUSANDS)

	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Total Operating Revenues	\$399,248	\$380,601	\$366,651
Total Nonoperating Revenues	95,970	91,179	100,337
Total Revenues	\$495,218	\$471,780	\$466,988

OPERATING REVENUES

Overall, the operating revenues of the Authority increased \$18.6 million in fiscal year 2014, or 4.9% from the previous year due to greater airline, and rental car revenues. Participating Airline Revenue increased \$16.7 million or 17.3% as a result of a new baggage system charge. Non-Participating Airline Revenue decreased \$2.6 million or 11.7% due in large part to Aero Mexico becoming a participating airline during fiscal year 2014. Overall Concession Revenues decreased \$1.0 million or 1.6%. Food and Beverage and General Merchandise combined revenues increased \$1.6 million or 4.3% while Service Concession and Other Terminal Area Revenues decreased \$2.6 million or 9.4% primarily due to a reduction in the non-airline terminal rental rate. Ground Transportation revenues increased \$4.4 million or 3.1% primarily due to an increase in rental car company revenue. An increase in the average room rate and slight increase in food and beverage sales contributed to the \$0.8 million or 2.5% increase in hotel revenues.

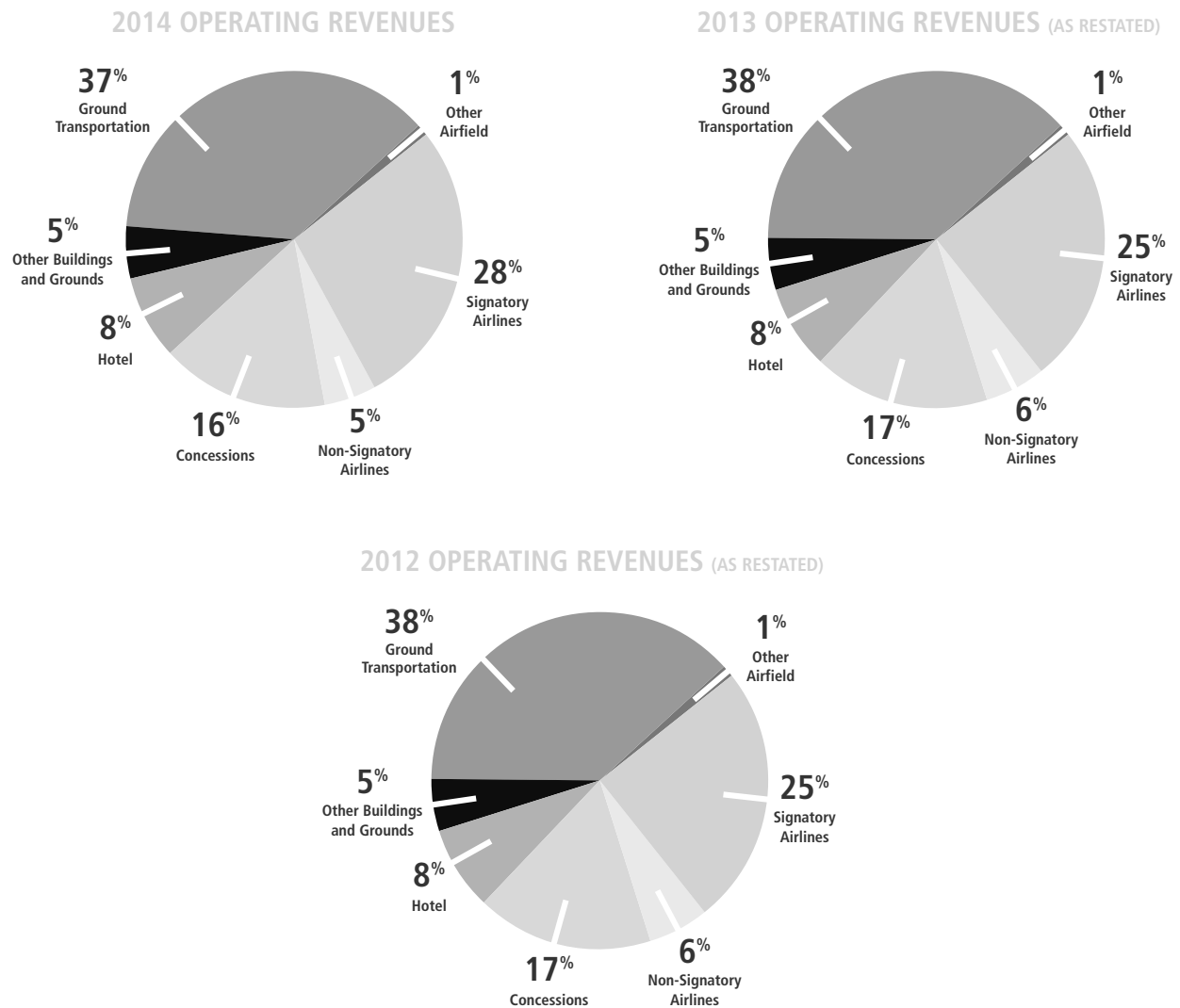
Overall, the operating revenues of the Authority increased \$14.0 million in fiscal year 2013, or 3.8% from the previous year due to greater airline, concession revenues, and rental car revenues. Signatory Airline Revenue increased \$4.6 million or 5.0% as a result of an increase in the landing fee rate and terminal fee rate, in addition to certain signatory airlines renting additional space and a new signatory airline. Non-Signatory Airline Revenue increased \$1.3 million or 6.3% due in large part to greater international traffic resulting increased landing fees, facility fees and Federal Inspection Station fees. Overall Concession Revenues increased \$2.9 million or 4.8%. Food and Beverage and General Merchandise combined revenues increased \$1.7 million or 4.9% while Service Concession and Other Terminal Area Revenues increased \$1.2 million or 4.6%. Ground Transportation revenues increased \$4.7 million or 3.4% primarily due to the addition of new offsite rental car companies. An increase in the occupancy rate and increased food and beverage sales contributed to the \$1.0 million or 3.3% increase in hotel revenues.

OPERATING REVENUES BY MAJOR SOURCE (IN THOUSANDS)

	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Participating Airlines (1)			
Landing Fees	\$ 27,046	\$ 26,786	\$ 24,611
Terminal Area Rents	49,608	65,196	63,102
Other Participating Revenue	36,911	4,825	4,445
Participating Airline Revenues	113,565	96,807	92,158
Non-Participating Airlines (1)			
Landing Fees	2,902	3,830	3,521
Terminal Area Rents	525	1,133	1,162
Other Non-Participating Revenue	16,164	17,194	16,164
Non-Participating Airline Revenues	19,591	22,157	20,847
Other Airfield Revenues	2,134	2,230	2,376
Concession			
General Merchandise	19,893	19,071	17,678
Food and Beverage	18,144	17,395	17,094
Services	11,659	11,760	11,296
Other Terminal Area	13,587	16,115	15,343
Concession Revenues	63,283	64,341	61,411
Ground Transportation			
Rental Car (RAC)	87,018	83,345	79,420
Parking Facilities	50,050	49,801	49,534
Other Ground Transportation	11,167	10,658	10,184
Ground Transportation Revenues	148,235	143,804	139,138
Other Buildings and Grounds	19,260	18,877	19,363
Hotel	33,180	32,385	31,358
Total Operating Revenues	\$ 399,248	\$ 380,601	\$ 366,651

(1) Effective November 1, 2013, the airlines classifications have been changed to Participating from Signatory and changed to Nonparticipating from Nonsignatory pursuant the Resolution adopted by the Authority Board October 16, 2013, see Note 17.

The following charts show major sources and the percentage of operating revenues for the years ended September 30, 2014, 2013 and 2012:



NONOPERATING REVENUES

Nonoperating revenues consist of investment income, passenger facility charges (PFCs), customer facility charges (CFCs), and other nonoperating revenue. Investment income was \$2.1 million in fiscal year 2014, \$2.4 million in fiscal year 2013, and \$2.8 million in fiscal year 2012. Investment fair market value adjustment was \$1.3 million for fiscal year 2014, (\$3.0) million for fiscal year 2013, \$0.1 million for fiscal year 2012. The fair market value adjustment reflects the unrealized gain or loss if the investment is sold prior to maturity. Since the Authority typically holds investments to maturity, these unrealized gains and losses would not be realized. The downward trend in investment earnings over the past few years results from low interest rates over the past three years, the reinvestment of maturing long-term investments at lower rates, and, as the Authority refunded its existing debt at reduced interest rates, the reduction of debt service reserve funds, which can be invested up to 15 years. PFC revenues were \$67.5 million in fiscal year 2014, \$67.0 million in fiscal year 2013, and \$69.2 million in fiscal year 2012. The increase in PFC revenues in fiscal year 2014 over fiscal year 2013 is due to a slight increase in passenger enplanements. The decrease in PFC revenues in fiscal year 2013 from fiscal year 2012 is attributed to reduced passenger traffic. The Authority approved the collection of CFCs effective October 1, 2008. Certain rental car companies (RACs) agreed to assess and collect CFCs to pay the costs and expenses of financing, designing, constructing, operating, relocating, and maintaining the rental car related facilities. Revenue related to the collection of CFCs amounted to \$23.9 during fiscal year 2014, \$23.2 million during fiscal year 2013, and \$23.7 million during fiscal year 2012.

OPERATING EXPENSES

Operating Expenses before Depreciation increased \$6.8 million or 3.2% from fiscal year 2013 to 2014. Operation and facilities expenses increased due to an increase in baggage handling services costs. Safety and security increased as a result of additional costs for the law enforcement officers stationed at the security checkpoints, and increased pension costs associated with the OPD contract. Salaries and benefits increased due to a net increase of five positions and as result of a cost of living salary increase for Authority personnel. There was also an increase in other professional services primarily due to the development of an enhanced customer service experience program which began in fiscal year 2014, services for PCI-DSS Compliance and the Merchant Bank ePayment Gateway Program, and additional owner authorized representative staff support services to planning and engineering.

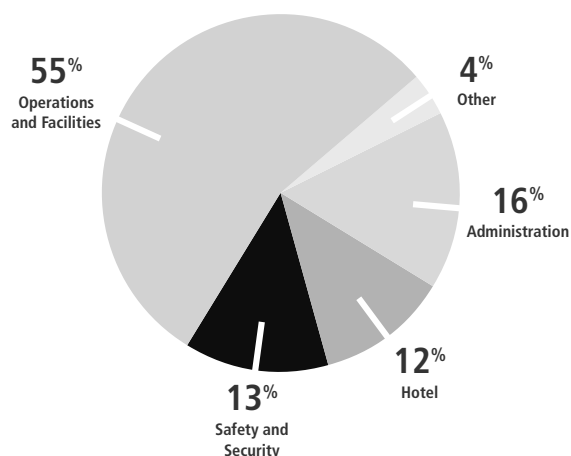
Operating Expenses before Depreciation increased \$4.1 million or 2.0% from fiscal year 2012 to 2013. This increase is attributed to a slight increase in janitorial services, airfield lighting parts and in-line baggage system repairs that were offset with decreases in utilities expenses due to installation of energy efficient fixtures. Safety and security increased as a result of additional police officers and the Authority was required to assume the responsibility for the law enforcement officers stationed at the security checkpoints, which were previously reimbursed by the Transportation Security Administration. Salaries and benefits increased as a result of the filling of vacant and new staff positions, additional costs related to Information Technology contractual services, and other professional services related to airline negotiations and development of the capital improvement program.

OPERATING EXPENSES (IN THOUSANDS)

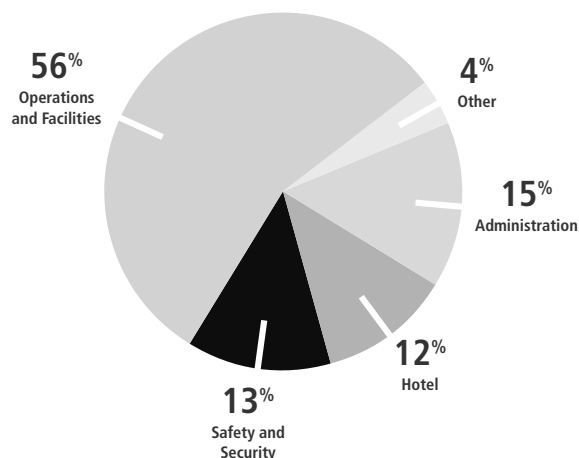
	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Operations and Facilities	\$ 119,117	\$ 118,030	\$ 117,942
Safety and Security	29,126	27,435	26,168
Administration	35,595	31,454	29,150
Hotel	26,604	26,425	26,174
Other	8,670	8,937	8,735
Total Operating Expenses Before Depreciation	219,112	212,281	208,169
Depreciation	119,503	119,899	119,269
Total Operating Expenses	\$ 338,615	\$ 332,180	\$ 327,438

The following charts show major cost centers and the percentage of operating expenses (excluding depreciation) for the years ended September 30, 2014, 2013, and 2012:

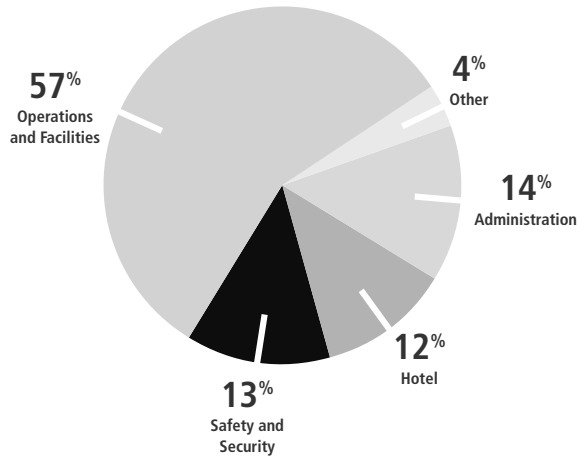
2014 OPERATING EXPENSES



2013 OPERATING EXPENSES (AS RESTATED)



2012 OPERATING EXPENSES (AS RESTATED)



NONOPERATING EXPENSES

Nonoperating expenses consist of interest expense and Participating Airline net revenue sharing required by the Resolution. Interest expense amounted to \$46.6 million in fiscal year 2014, \$53 million in fiscal year 2013 (as restated), and \$57.7 million in fiscal year 2012 (as restated). Participating Airline net revenue sharing was \$51.5 million for fiscal year 2014, \$18.9 million for fiscal year 2013, and \$17.3 million for fiscal year 2012. The \$32.6 million or 172% increase in Participating Airline net revenue sharing in fiscal year 2014 over fiscal year 2013 is primarily due to an increase in airline revenue including baggage system fees, and rental car revenue. In addition, the Resolution states that the Authority receives the first \$45 million of Net Remaining Revenues for FY 2014, with participating airlines sharing in a pool of all Net Remaining Revenues in excess of this amount. Under the ALUA, net remaining revenues for fiscal years 2013 and 2012 were divided between the Authority and Signatory Airlines using an allocation percentage of 75% and 25%, respectively. The \$1.7 million or 9.6% increase in Signatory Airline net revenue sharing in fiscal year 2013 over fiscal year 2012 is primarily due to an increase in nonairline revenues.

TOTAL EXPENSES (IN THOUSANDS)

	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Total Operating Expenses	\$ 338,615	\$ 332,180	\$ 327,438
Total Nonoperating Expenses	98,122	71,912	74,943
Total Expenses	\$ 436,737	\$ 404,092	\$ 402,381

Changes in Net Position

Capital contributions received from the federal, state and other governments amounted to \$31.9 million during fiscal year 2014. Grant funding received on major projects for fiscal year 2014 are as follows:

CAPITAL CONTRIBUTIONS (IN MILLIONS)

Airfield Rehabilitation	\$ 14.6
Baggage System Optimization	7.9
South Airport APM Complex ITF Station	6.3
Other Projects	3.1
Total Capital Contributions	\$ 31.9

The changes in net position for the fiscal years ended September 30 are as follows:

CHANGES IN NET POSITION (IN THOUSANDS)

	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Operating Revenues	\$ 399,248	\$ 380,601	\$ 366,651
Operating Expenses	338,615	332,180	327,438
Operating Income	60,633	48,421	39,213
Net Nonoperating Revenues (Expenses)	(2,152)	19,267	25,394
Income Before Capital Contributions	58,481	67,688	64,607
Capital Contributions	31,995	21,749	24,973
Increase in Net Position	\$ 90,476	\$ 89,437	\$ 89,580

FINANCIAL POSITION

The Balance Sheet presents the financial position of the Authority at the end of the fiscal year. The statement includes all assets, deferrals, and liabilities of the Authority. Net position is the difference between total assets and deferrals and total liabilities and is an indicator of the current fiscal health of the Authority. During fiscal year 2014, net position increased by approximately \$90.5 million, or 5.3% as compared with fiscal year 2013. The following is a summarized comparison of the Authority's assets and deferrals, liabilities, and net position at September 30:

NET POSITION (IN THOUSANDS)

	2014	2013 (AS RESTATED)	2012 (AS RESTATED)
Assets and Deferrals:			
Current Assets	\$ 361,680	\$ 384,210	\$ 333,786
Noncurrent Assets	736,280	646,195	589,977
Capital Assets	1,880,223	1,904,233	1,949,466
Deferred Outflows of Resources	38,641	42,835	60,651
Total Assets and Deferrals	3,016,824	2,977,473	2,933,880
Liabilities:			
Current	223,735	230,377	186,468
Noncurrent Liabilities	983,180	1,027,663	1,117,428
Total Liabilities	1,206,915	1,258,040	1,303,896
Net Position:			
Net Investment in Capital Assets	1,029,036	996,583	989,421
Restricted	523,913	479,190	427,125
Unrestricted	256,960	243,660	213,438
Total Net Position	\$ 1,809,909	\$ 1,719,433	\$ 1,629,984

The majority of the Authority's net position at September 30, 2014 represents its investment in capital assets less the related indebtedness outstanding used to acquire those capital assets. The Authority uses these capital assets to provide services to the airlines and to its passengers and visitors to the airports; consequently, these assets are not available for future spending. The Authority's investment in its capital assets is reported net of related debt. The resources required to repay this debt must be provided annually from operations since it is unlikely that the capital assets themselves will be liquidated to pay the liabilities.

Net position restricted for debt service and capital acquisitions at September 30, 2014 represents funds that are subject to external restrictions under the Authority's Bond Resolution dated June 13, 1978 as amended, CFCs, and PFCs that are restricted by federal regulations. Restricted assets necessary to meet current obligations that are payable from the restricted assets are classified as current assets on the Balance Sheet. Restricted assets that are restricted for disbursements in the acquisition or construction of noncurrent assets or that are segregated for the liquidation of long-term debts are classified as noncurrent assets. The unrestricted portion of net position, \$256.9 million at September 30, 2014, may be used to meet the Authority's ongoing obligations.

AIRLINE RATES AND CHARGES

Effective November 1, 2013, the Authority operates under a Resolution Relating to Airline Rates and Charges and Airline Operating Terms and Conditions For The Use Of Facilities And Services At Orlando International Airport, adopted by the Authority Board October 16, 2013 (the "Resolution"). During the month of October 2013, the Authority continued to operate under the ALUA which was originally scheduled to expire on September 30, 2013. During FY2013 and FY2012, the Authority operated under the ALUA relating to the use of the Orlando International Airport, the rental of space, and the establishment of landing fees with 16 airlines.

For fiscal years 2014 through 2012, in the chart below, the actual landing fees and average terminal rental rate are shown. See the Airline Rates by Resolution (Note 17) for additional information.

AIRLINE RATES AND CHARGES

	RATES EFFECTIVE FOR FY 2014	RATES EFFECTIVE FOR FY 2013*	RATES EFFECTIVE FOR FY 2012*
Terminal Average Square Foot Rate	\$ 106.04	\$ 102.99	\$ 100.47
Landing Fee – per 1,000 lbs. Unit (gross)	1.4393	1.4421	1.2996
Cargo Landing Fee – per 1,000 lbs. Unit	1.4393	1.78	1.61

*Signatory Airline rates and charges. Beginning November 1, 2013, rates are applicable to all airlines.

PASSENGER FACILITY CHARGES

As part of the Safety and Capacity Expansion Act of 1990, the Authority received approval from the Federal Aviation Administration (FAA) to impose a passenger facility charge per eligible enplaned passenger at Orlando International Airport and has imposed the PFC since February 1993. Effective July 1, 2007 the charge increased from \$3 to \$4.50. PFCs may be used to pay either eligible capital improvements or debt service on bonds issued to finance projects eligible for PFC funding. Through September 2014, the Authority has approved applications to impose PFCs of approximately \$2.8 billion to fund project costs of various airport improvements. PFC collections to date (including investment earnings) are \$1.06 billion. Expenditures on PFC approved projects and debt service to date are \$862.6 million.

CAPITAL ACQUISITIONS AND CONSTRUCTION ACTIVITIES

During fiscal year 2014, the Authority expended \$91.9 million on capital projects. This included \$11.9 million funded by FAA contributions, \$17.7 million funded by Florida Department of Transportation (FDOT) contributions, \$0.7 million funded by the Transportation and Security Administration (TSA), and \$3.2 million funded by CFCs. The balance was paid from tenant and other Authority funds, including bonds and PFCs. Of the grants noted previously, \$0.2 million funded by the TSA are American Recovery and Reinvestment Act of 2009 (ARRA) grants. See the Schedule of Expenditures of Federal Awards and State Financial Assistance in the Compliance section for additional information regarding grant expenditures. Major projects completed and the amounts transferred to fixed assets during the fiscal year are listed as follows (in millions):

Baggage Claim System Improvements	\$ 34.1
Airfield Rehabilitation	27.8
Landside Terminal Emergency Power	20.1
Baggage System Optimization	5.3
Other Projects (< \$3.0 million)	3.7
Total	\$ 91.0

Major projects under construction and the amounts expended during fiscal year 2014 are listed as follows (in millions):

Baggage System Optimization	\$ 26.8
Airfield Rehabilitation	15.9
South Airport Automated People Mover Complex – ITF Station	6.7
Ticket Lobby Improvements	4.9
South Airport Automated People Mover Complex – Parking Facility	4.1
South Airport Automated People Mover Complex - Station	4.0
Baggage Claim System Improvements	4.0
Airside 1&3 Automated People Mover	3.1
Other Projects (< \$3.0 million)	22.4
Total	\$ 91.9

More detailed information about the Authority's capital assets is presented in Note 6 to the financial statements.

DEBT ACTIVITIES

On September 19, 2013 the Authority issued \$46.9 million in Airport Facilities Revenue Bonds, Series 2013A (AMT) (the "Series 2013A Bonds") with a true interest rate of 3.50%. The Series 2013A Bonds were issued for the purpose of providing funds, along with other available Authority funds of \$3.0 million, to finance costs of the Baggage Handling Systems Improvement Program; make a deposit to the Composite Reserve Subaccount in an amount sufficient to cause the balance to equal the Composite Reserve Requirement, pay capitalized interest on the 2013A Bonds, and to pay certain costs of issuance of the Series 2013A Bonds.

On September 4, 2013, the Authority issued \$35.9 million in Airport Facilities Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds") with a true interest rate of 1.65%. From the \$35.9 million issuance and the \$3.2 million of Authority funds, \$38.9 million was deposited into the Bank of New York escrow account to refund the outstanding \$38.0 million of Airport Facilities Refunding Revenue Bonds, Series 2003A and pay associated interest of \$0.9 million. The remaining Series 2013B Bond proceeds of \$0.2 million were used to pay related issuance costs.

There were no bond debt issuances during fiscal year 2014.

DEBT ADMINISTRATION

The Authority has outstanding revenue bonds which are secured by a pledge of and lien on Revenues and Net Revenues as defined in the Bond Resolution. This senior indebtedness is expressly senior and superior to the pledge and lien securing other parity indebtedness.

SENIOR INDEBTEDNESS

Pursuant to the Bond Resolution, the Authority has issued various series of Airport Facilities Revenue Bonds to finance additions and improvements at the airport. The aggregate principal amount of such bonds outstanding as of September 30, 2014 was \$863.6 million.

OTHER PARITY SUBORDINATED INDEBTEDNESS

Other parity subordinated indebtedness as defined in the Master Trust Indenture consists of Gulf Breeze Loan Agreement; and Airport Facilities Secondary Subordinated Revenue Bonds, Series 1997B. Other parity indebtedness is payable from revenues deposited into the Discretionary Account and is junior and subordinate to senior indebtedness of the Authority. As of September 30, 2014, the aggregate principal amount of all other parity-subordinated indebtedness was \$95.8 million, including \$90.1 million of secondary subordinated indebtedness and other such principal amounts as further discussed below.

Between 1991 and 1993, the Authority borrowed a total of \$35 million at a variable interest rate from the City of Gulf Breeze, Florida, Local Government Loan Program, to finance a portion of the costs of the Airport's hotel. On July 1, 1998, the Authority remarketed these bonds to fixed rates. The aggregate principal amount of such bonds outstanding as of September 30, 2014 was \$5.7 million.

In December 2009, the Authority entered into a three year agreement with Wells Fargo Bank, N.A. to provide the Authority with a \$100 million subordinated line of credit. The Authority uses the line of credit as a source of interim financing for capital projects in anticipation of issuance of long term bonds and/or receipt of grants and PFCs, CFCs, Authority funds and/or other permanent funding sources. The Wells Fargo Line of Credit had a scheduled expiration date of December 1, 2012; however the Authority and Wells Fargo have reached an agreement to extend the line of credit to June 30, 2015. As of September 30, 2014, the Authority had a \$13.5 million outstanding balance on the Wells Fargo Line of Credit.

In May 2013, the Authority entered into a three year agreement with Bank of America, N.A. to provide the Authority with a \$150 million subordinated line of credit. The Authority uses the line of credit as a source of interim financing for capital projects in anticipation of issuance of long term bonds and/or receipt of grants and PFCs, CFCs, Authority funds and/or other permanent funding sources. Effective July 2014, the line of credit was increased to \$200 million. The term of the Bank of America Line of Credit expires April 1, 2016. As of September 30, 2014, the Authority had a \$16.2 million outstanding balance on the Bank of America Line of Credit.

SPECIAL PURPOSE FACILITIES BONDS

The Authority has issued Special Purpose Facilities Taxable Revenue Bonds, Series 2009 to construct a Rental Car Quick Turn Around and Support Facility. These bonds are payable solely from and secured by a pledge of Pledged Revenues derived by the Authority from CFCs. The principal amount of such bonds outstanding as of September 30, 2014 was \$33.7 million.

DEBT SERVICE COVERAGE

Airport revenue bond covenants require that revenue available to pay debt service, as defined in the Bond Resolution, be equal to or greater than 1.25 times the debt service on the senior lien airport revenue bonds and 1.00 times the debt service on subordinated bonds and other parity indebtedness. Coverage ratios for the past three years are shown in the following table:

COVERAGE RATIOS

	2014	2013	2012
Senior lien debt	2.06	1.63	1.70
All indebtedness	1.93	1.56	1.60

More detailed information about the Authority's noncurrent liabilities is presented in Note 11 to the financial statements.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the Authority's finances for all those with an interest in the Authority's finances. Questions concerning any information provided in this report or request for additional information should be addressed to the Chief Financial Officer, Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, FL 32827-4399.



Jacki Churchill
Chief Financial Officer



Carolyn Binder
Director of Finance



■ BASIC FINANCIAL STATEMENTS

These basic financial statements provide a summary of the financial position and operating results of the Authority which consists of two airports, Orlando International Airport and Orlando Executive Airport. They also serve as an introduction to the more detailed financial statements and supplemental schedules that are in the following subsections.

GREATER ORLANDO AVIATION AUTHORITY
BALANCE SHEETS
(in thousands)

	September 30, 2013	
ASSETS AND DEFERRALS	2014	(As Restated)
Current Assets		
Cash and cash equivalents	\$ 141,927	\$ 138,729
Restricted cash and cash equivalents	122,197	165,389
Accounts receivable, less allowance for uncollectibles of \$142 and \$160	14,038	12,386
Investments	76,964	61,032
Interest receivable	106	126
Due from other governmental agencies	641	552
Prepaid expenses and inventory	5,807	5,996
Total current assets	<u>361,680</u>	<u>384,210</u>
Noncurrent Assets		
Restricted assets:		
Cash and cash equivalents	304,435	239,438
Accounts receivable	10,280	8,565
Investments	321,747	314,862
Interest receivable	422	534
Due from other governmental agencies	13,561	8,394
Prepaid expenses	246	5
Total restricted assets	<u>650,691</u>	<u>571,798</u>
Unrestricted assets:		
Investments	76,044	67,882
Prepaid expenses	783	1,038
Employee postemployment benefits assets	8,762	5,477
Total unrestricted assets	<u>85,589</u>	<u>74,397</u>
Capital assets, net of accumulated depreciation:		
Property and equipment	1,390,439	1,383,763
Property held for lease	392,486	424,006
Construction in progress	97,298	96,464
Total capital assets, net of accumulated depreciation	<u>1,880,223</u>	<u>1,904,233</u>
Total noncurrent assets	<u>2,616,503</u>	<u>2,550,428</u>
Total assets	2,978,183	2,934,638
Deferred outflows of resources	<u>38,641</u>	<u>42,835</u>
Total Assets and Deferrals	<u><u>\$ 3,016,824</u></u>	<u><u>\$ 2,977,473</u></u>

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
BALANCE SHEETS
(in thousands)

LIABILITIES AND NET POSITION	September 30,	
	2014	2013 (As Restated)
Current Liabilities		
Accounts payable and accrued liabilities	\$ 29,912	\$ 25,938
Unearned revenue	2,978	1,541
Deposits	6,499	6,412
Advance rent from tenants, current	5,274	4,191
Due to other governmental agencies	418	400
Accrued airline revenue sharing	56,457	26,506
Payable from restricted assets:		
Accrued interest	22,188	23,150
Accounts payable and accrued liabilities	25,552	15,578
Unearned revenue	6	-
Due to other governmental agencies	1,131	1,788
Line of credit	-	5,000
Revenue bonds payable, current	73,320	119,873
Total current liabilities	<u>223,735</u>	<u>230,377</u>
Noncurrent Liabilities		
Line of credit, long-term	29,700	-
Revenue bonds payable, long-term	948,322	1,022,333
Advance rent from tenants, long-term	1,558	1,752
Other long-term liabilities	3,600	3,578
Total noncurrent liabilities	<u>983,180</u>	<u>1,027,663</u>
Total liabilities	<u>1,206,915</u>	<u>1,258,040</u>
Net Position		
Net investment in capital assets	1,029,036	996,583
Restricted for:		
Debt service	97,787	148,627
Capital acquisitions and construction	426,126	330,563
Unrestricted	256,960	243,660
Total net position	<u>1,809,909</u>	<u>1,719,433</u>
Total Liabilities and Net Position	<u>\$ 3,016,824</u>	<u>\$ 2,977,473</u>

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
(in thousands)

	Years Ended September 30, 2013	
	2014	(As Restated)
Operating Revenues		
Airfield area	\$ 35,300	\$ 37,003
Terminal area	163,547	148,808
Ground transportation	148,235	143,804
Other buildings and grounds	18,986	18,601
Hotel	33,180	32,385
Total operating revenues	<u>399,248</u>	<u>380,601</u>
Operating Expenses		
Operations and facilities	119,117	118,030
Safety and security	29,126	27,435
Administration	35,595	31,454
Hotel	26,604	26,425
Other	8,670	8,937
Total operating expenses before depreciation	<u>219,112</u>	<u>212,281</u>
Operating income before depreciation	180,136	168,320
Depreciation	<u>(119,503)</u>	<u>(119,899)</u>
Operating income	60,633	48,421
Nonoperating Revenues (Expenses)		
Investment income	2,077	2,434
Net increase (decrease) in the fair value of investments	1,272	(2,978)
Interest expense	(46,569)	(52,980)
Participating Airline net revenue sharing	(51,553)	(18,932)
Passenger facility charges	67,501	67,011
Customer facility charges	23,951	23,169
Federal and state grants	797	735
Other	372	808
Income before capital contributions	<u>58,481</u>	<u>67,688</u>
Capital Contributions	<u>31,995</u>	<u>21,749</u>
Increase in net position	<u>90,476</u>	<u>89,437</u>
Total Net Position, Beginning of Year	<u>1,719,433</u>	<u>1,629,996</u>
Total Net Position, End of Year	<u>\$ 1,809,909</u>	<u>\$ 1,719,433</u>

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended September 30,	
	2014	2013
Cash flows from operating activities		
Cash received from customers, tenants and governmental agencies	\$ 399,681	\$ 383,652
Cash paid to suppliers and governmental agencies	(156,318)	(154,254)
Cash paid to employees for services	(61,376)	(59,562)
Cash paid to airlines	(21,602)	(23,074)
Other income	308	598
Net cash provided by operating activities	<u>160,693</u>	<u>147,360</u>
Cash flows from noncapital financing activities		
Operating grants	454	1,207
Passenger facility charges	379	1,660
Net cash provided by noncapital financing activities	<u>833</u>	<u>2,867</u>
Cash flows from capital and related financing activities		
Proceeds from issuance of bonds	-	82,810
Proceeds from line of credit	28,700	5,000
Passenger facility charges	65,694	67,593
Customer facility charges	23,865	23,152
Principal payments - bonds and line of credit	(123,873)	(121,212)
Bond issuance costs	(7)	(356)
Interest paid	(47,625)	(54,056)
Proceeds from sale of assets	291	151
Acquisition and construction of capital assets	(81,507)	(69,182)
Capital contributed by federal and state agencies	25,303	24,280
Net cash used for capital and related financing activities	<u>(109,159)</u>	<u>(41,820)</u>
Cash flows from investing activities		
Purchase of investments	(497,602)	(616,289)
Proceeds from sale and maturity of investments	467,895	620,292
Interest received	2,343	2,148
Net cash (used for) provided by investing activities	<u>(27,364)</u>	<u>6,151</u>
Net increase in cash and cash equivalents	25,003	114,558
Cash and Cash Equivalents, Beginning of Year	<u>543,556</u>	<u>428,998</u>
Cash and Cash Equivalents, End of Year ⁽¹⁾	<u>\$ 568,559</u>	<u>\$ 543,556</u>
(1) Cash and Cash Equivalents - Unrestricted Assets	\$ 141,927	\$ 138,729
Cash and Cash Equivalents - Restricted Assets	<u>426,632</u>	<u>404,827</u>
	<u>\$ 568,559</u>	<u>\$ 543,556</u>

(continued)

GREATER ORLANDO AVIATION AUTHORITY
STATEMENTS OF CASH FLOWS
(in thousands)

	Years Ended September 30,	
	2014	2013
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 60,633	\$ 48,421
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	119,503	119,899
Participating Airline net revenue sharing	(51,553)	(18,932)
Other income	305	598
(Increase) Decrease in operating assets:		
Accounts receivable	(2,073)	(7)
Due from other governmental agencies	78	233
Prepaid expenses	189	(772)
Employee postemployment benefits assets	(3,285)	(3,726)
Increase (Decrease) in operating liabilities:		
Accounts payable and accrued liabilities	4,486	2,868
Due to other governmental agencies	18	11
Accrued airline revenue sharing	29,951	3,432
Unearned revenue	1,443	(851)
Deposits	87	(3,363)
Advanced rent from tenants	889	(524)
Other liabilities	22	73
Total adjustments	100,060	98,939
Net cash provided by operating activities	\$ 160,693	\$ 147,360

Noncash Investing, Capital and Financing Activities

Increase (Decrease) in fair value of investments	\$ 1,272	\$ (2,978)
Capital contributions from other governments	\$ 6,692	\$ (2,531)
Capitalized interest	\$ (3,526)	\$ 2,798
Amortization of bond insurance	\$ (255)	\$ (456)
Amortization of bond premium/discount	\$ 2,246	\$ 2,757
Amortization of bond defeasement loss	\$ (5,749)	\$ (6,598)

See accompanying notes to basic financial statements



■ NOTES TO FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies and Practices
2. Operation and Use Agreement — City of Orlando
3. Cash Deposits and Investments
4. Due from Other Governmental Agencies
5. Restricted Assets
6. Capital Assets
7. Lease and Concession Agreements
8. Pension Plans
9. Postemployment Benefits (Other Than Pension Benefits)
10. Risk Management
11. Noncurrent Liabilities
12. Derivatives and Hedging Activities
13. Conduit Debt Obligations
14. Deferred Amount on Refunding of Bonds
15. Bond Issuance (Other Than Refunding Issues)
16. Capital Contributions
17. Airline Rates by Resolution
18. Outstanding Contracts
19. Commitments and Contingencies
20. Environmental Liabilities

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES

Organization and Purpose: The Greater Orlando Aviation Authority (Authority) was established by the Florida State Legislature pursuant to the Greater Orlando Aviation Authority Act, Chapter 57-1658, Special Laws of Florida, 1957, as amended. The Authority operates Orlando International Airport and Orlando Executive Airport. For reporting purposes, these airports are combined into a single enterprise fund.

Reporting Entity: In defining the Greater Orlando Aviation Authority for financial reporting purposes, management applied the requirements of Governmental Accounting Standards Board (GASB) Statements Number 14, *The Financial Reporting Entity* and GASB Statement Number 39, *Determining Whether Certain Organizations Are Component Units*. These statements establish the basis for defining the reporting entity and whether it is considered a component unit of another entity and whether other entities are component units. Based on these criteria, the reporting entity includes only the accounts of the Authority in the reporting entity. The Authority identified no potential component units to include in these basic financial statements nor identified any other entity that should include the Authority in its basic financial statements.

Basis of Presentation and Accounting: The Authority's financial statements are prepared using the flow of economic resources measurement focus using the accrual basis of accounting. Revenues are recognized when they are earned, and expenses are recognized when incurred.

The principal operating revenues of the Authority are from sources such as airlines, concessions, rental cars and parking. Investment income, passenger and customer facility charges, federal and state operating grants and other revenues not related to the operations of the airport are considered nonoperating revenues. Operating expenses include the cost of airport and related facilities maintenance, administrative expenses, and depreciation on capital assets. Interest expense and Participating Airline net revenue sharing are considered nonoperating expenses.

Cash and Cash Equivalents: Demand deposits, certificates of deposits, cash on hand and repurchase agreements with a maturity of three months or less from the date of purchase are considered to be cash and cash equivalents.

Accounts Receivables: Receivables are reported at their gross value when earned and are reduced by the estimated portion that is expected to be uncollectible. The allowance for uncollectible accounts is based on an analysis of past due amounts that are not covered by security deposits, letters of credit or contract bonds. When continued collection activity results in receipts of amounts previously reserved, revenue is recognized in the period collected.

Investments: The Authority's investment policy is determined by the Finance Committee and approved by the Authority Board. Permitted investments are set within the policy and the Finance Committee appoints an Authorized Investment Officer. The Authorized Investment Officer submits a semi-annual report as of March 31 and September 30 to the Finance Committee summarizing the investment portfolio.

The Authority accounts for all investments, regardless of time to maturity or their acquisition date, at fair value on the balance sheet with unrealized gains and losses charged or credited to investment income. The Authority uses quoted market prices to determine these fair values.

Investments consist of commercial paper, local government investment pool, money market funds, and United States government and agency obligations.

Prepaid Expenses and Inventory: Prepaid expenses consist primarily of insurance, employee benefits and any other expenditures expected to benefit future periods. Inventory primarily consists of fuel, repairs and maintenance items and office supplies held for consumption and is valued using the average cost method.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

Noncurrent Assets:

- **Restricted Assets and Liabilities:** Assets restricted to specific purposes by legally enforceable requirements are segregated on the balance sheets. Requirements include: externally imposed requirements by creditors (such as through debt covenants), grantors or contributors; laws and regulations of other governments; and enabling legislation. The Authority's restricted assets are expendable. The Authority's policy is to determine on a case by case basis whether to spend restricted assets or unrestricted assets when both are available for the same purpose. Restricted assets necessary to meet current obligations that are payable from the restricted assets are classified as current assets on the balance sheet. Restricted assets that are restricted for disbursements in the acquisition or construction of noncurrent assets or that are segregated for the liquidation of long-term debts are classified as noncurrent assets.

Assets restricted for construction include funds available for the design and construction of capital improvements. Assets restricted for construction include cash, investments and receivables obtained from debt proceeds, grants, Authority funds restricted by the bond indenture for construction purposes, customer facility charges and passenger facility charges. Assets restricted for debt service include cash and investments required to pay the interest payments, principal for the annual bond payments, as well as payments due on the lines of credit. The restricted assets for debt service reserve include cash, investments and interest receivable totaling the maximum amount required by the bond indentures. The debt service reserve accounts are revalued each March 31 and September 30. Any amounts in excess of the debt service reserve requirements are transferred to the Revenue Account to be used in accordance with the Revenue Account's purposes. If the debt service reserve account is undervalued, the Authority transfers funds into the account.

- **Unrestricted Assets:** A portion of unrestricted assets is reported as noncurrent. This represents amounts of unrestricted investments with maturities greater than one year. Employee postemployment benefits assets are also included in unrestricted noncurrent assets. These include the Net pension and Net OPEB assets, which are the result of additional contributions made above and beyond the annual pension and OPEB costs. Additional disclosures for the pension and OPEB plans can be found in Notes 8 and 9, respectively.
- **Capital Assets, Net of Accumulated Depreciation:** Capital assets, net of accumulated depreciation is shown as noncurrent assets on the balance sheet.

Lease and Concession Agreements: The Authority's operations consist of agreements for use of land, buildings, terminal space and Minimum Annual Guarantees from concessionaires. The agreements consist of (a) one year, cancelable space and use permits, and (b) non-cancelable agreements for land, buildings, terminal space and concessions, most of which expire between the years 2015 and 2019. The Authority accounts for revenue from these agreements under the operating method and reports revenue over the terms of the agreements.

Property and Equipment and Property Held for Lease: Property and equipment and property held for lease are recorded at cost when purchased or at fair value when donated, with a capitalization threshold of \$1,000. The Authority accounts for intangible assets as required under GASB Statement No. 51.

Depreciation: Property and equipment is depreciated on the straight-line basis over the estimated useful lives of the assets. The estimated useful lives of the property and equipment are as follows:

Building	10 to 50 years
Improvements	5 to 50 years
Equipment	3 to 30 years
Motor vehicles	5 to 15 years

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

Pension Plans: The Authority's policy is to fund accrued defined benefit pension costs which include normal costs for regular employees as actuarially determined. The Authority recognizes plan member contributions in the period in which contributions are due, and the Authority has made a formal commitment to provide contributions.

Other Postemployment Benefit Plans: The Authority adopted GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions* (GASB 45). GASB 45 improves the relevance and usefulness of financial reporting by (a) requiring systematic, accrual-basis measurement and recognition of Other Postemployment Benefits (OPEB) costs over a period that approximates employees' years of service and (b) providing information about actuarial accrued liabilities associated with OPEB and whether and to what extent progress is being made in funding the OPEB plan. The Authority obtains actuarial valuation reports for its OPEB plan and records the expenses, assets and liabilities for OPEB as required under GASB 45. OPEB expense includes normal costs, a provision for the amortization of the unfunded actuarial accrued liability, an interest adjustment and an annual required contribution adjustment. The unfunded actuarial accrued liability is amortized over a period not to exceed twenty years. The Authority funds its OPEB obligation to a qualifying, irrevocable trust. Information required by GASB 45 is disclosed in Note 9.

Compensated Absences: The Authority recognizes expenses relating to compensated absences as incurred and includes the current portion of the liabilities in accrued expenses and the noncurrent portion in other long-term liabilities.

Passenger Facility Charges: The Federal Aviation Administration (FAA) approved the collection of passenger facility charges (PFCs). The Authority uses PFCs for pre-approved airport projects that meet at least one of the following criteria: preserve or enhance safety, security or capacity of the national air transportation system; reduce noise or mitigate noise impacts resulting from an airport; or furnish opportunities for enhanced competition between or among carriers. The airlines collect and remit this revenue to the Authority and the Authority records this as nonoperating revenues.

Customer Facility Charges: The Authority approved the collection of customer facility charges (CFCs) effective October 1, 2008. Certain rental car companies (RACs) agreed to assess and collect CFCs to pay the costs and expenses of financing, designing, constructing, operating, relocating, and maintaining the rental automobile related facilities. The RACs collect and remit this revenue to the Authority and the Authority records this as nonoperating revenues.

Arbitrage Rebate: The U.S. Treasury issued regulations on calculating the rebate due the federal government on arbitrage profits, calculating arbitrage penalties, and determining compliance with the arbitrage rebate provisions of the Tax Reform Act of 1986. Arbitrage profits arise when the Authority temporarily invests the proceeds of tax exempt debt in securities with higher yields. The Authority records the rebate payable and reduction in investment income in accordance with the rebate calculation.

Revenue Classifications: The components of the major operating revenue classifications are as follows:

- Airfield Area – Fees for landings of passenger and cargo aircraft, apron use, and fuel flow system rental and fees.
- Terminal Area – Space rentals, privilege fees for the operation of terminal concessions, baggage fees and other miscellaneous airline fees.
- Ground Transportation – Revenue associated with rental car concessions, taxi, shuttle and bus ground transportation, and public parking.
- Other Buildings and Grounds – Fees associated with fixed base operators, cargo apron use, in-flight catering and other building and land rentals.
- Hotel – Revenue associated with rooms, food and beverage, telecommunications, and other rentals and income.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

Interest Rate Risk Management: The Authority uses interest rate swap agreements to reduce its debt service costs. The Authority has entered into an interest-rate swap agreement to reduce interest costs on the Airport Facilities Secondary Subordinated Revenue Bonds, Series 1997B. The differential to be paid or received is accrued as interest expense or income and is recognized over the term of the agreement. The related amount payable to or receivable from the counterparty is included in accrued interest or interest receivable. In accordance with GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments*, the fair value of the swap is reported in the financial statements. Disclosures related to interest-rate swaps are discussed in Note 12.

Capital Contributions: Capital contributions consist primarily of grants and contributions from federal and state governmental agencies, airlines, and tenants. The Authority recognizes contributions as earned as related project costs are incurred. The Authority recognizes donated property at fair value when received.

Interest During Construction: The Authority capitalizes interest during construction to Construction in Progress. Capitalized interest consists of interest cost on certain borrowings in excess of interest earned on related investments acquired with the proceeds of borrowings.

Airline Rates By Resolution: Effective November 1, 2013, the Authority operates under a Resolution Relating to Airline Rates and Charges and Airline Operating Terms and Conditions For the Use Of Facilities And Services At Orlando International Airport, adopted by the Authority Board October 16, 2013 (the "Resolution"). The Resolution, which has no expiration date, provides for a compensatory rate-making methodology for use of the terminal facilities, including certain activity based charges for use of the baggage system, and a residual rate-making methodology to establish landing fees for the use of the airfield. An airline may also sign a Rate and Revenue Sharing Agreement ("Rate Agreement"), whereby the airline affirmatively agrees to the Resolution and the rate-setting methodology. Airlines that participate are entitled to share in certain revenues remaining after the payment of all Authority debt service and operating expenses. Additional information is disclosed in Note 17.

Advance Rent From Tenants: The current portion of advance rent from tenants primarily represents October revenues received in September. Amounts reported as noncurrent liabilities represent revenues to be recognized in years subsequent to the following fiscal year.

Bond Issue Costs and Bond Discounts and Premiums: The Authority expenses bond issue costs (excluding prepaid bond insurance) at the time of issuance. Bond discounts and premiums are deferred in the year of issuance and amortized using the effective interest method over the life of the issuance. Losses on bond refundings are deferred and amortized over the shorter of the remaining life of the original issue or the life of the new issue.

Estimates: The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimated.

Reclassifications: Certain amounts in the prior year financial statements may have been reclassified to conform to the current year presentation.

Implementation of New Accounting Standards: The GASB issued Statement Number 65, *Items Previously Reported as Assets and Liabilities* (GASB 65), in March 2012, and was adopted by the Authority in fiscal year 2014. GASB 65 sets standards for the accounting and reporting of deferred outflows of resources and deferred inflows of resources and reclassified certain items that were previously reported as assets and liabilities. Implementation of GASB 65 by the Authority resulted in bond issuance costs being recognized as expense in the period incurred, except for prepaid insurance costs associated with the issuance of debt. As the Authority has historically recognized bond issuance costs as a reduction in long term debt and amortized these costs over the life of the associated debt, the Authority recognized a change in accounting principle upon implementation of GASB 65 to write off unamortized bond issuance costs, less any costs related to prepaid insurance costs, as of September 30, 2012 in the

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

amount of \$7.7 million. In addition, deferred amounts on bond refundings that have historically been shown as a reduction of long term debt, are now shown as deferred outflows of resources and have been adjusted for the portion that related to bond issuance costs in the amount of \$8.1 million. The following table shows the effects of GASB 65 on the September 30, 2013 financial statements.

	As Originally Shown	As Restated	Net Change
Balance Sheet (in thousands)			
Prepaid bond insurance-net of amortization	\$ -	\$ 1,038	\$ 1,038
Deferred outflows of resources	19,188	42,835	23,647
Revenue bonds payable, long-term	981,883	1,022,333	40,450
Net position	1,735,198	1,719,433	(15,765)
Statement of Revenues, Expenses and Changes in Net Position (in thousands)			
Interest expense	\$ 55,459	\$ 52,980	\$ (2,479)

The GASB issued Statement Number 68, *Accounting and Financial Reporting for Pensions* (GASB 68) in June 2012. GASB 68 revises and establishes new accounting and financial reporting requirements for most governments that provide their employees with pension benefits. The new standard is effective for periods beginning after June 15, 2014. The Authority will implement the provisions of GASB 68 in fiscal year 2015.

The GASB issued Statement Number 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date*, (GASB 71) in November 2013. GASB 71 modifies the transition guidance provided in GASB 68. The new standard is to be applied simultaneously with the provisions of GASB 68. The Authority will implement the provisions of GASB 71 in fiscal year 2015.

2. OPERATION AND USE AGREEMENT – CITY OF ORLANDO

The City of Orlando and the Authority signed an Operation and Use Agreement, dated September 27, 1976, which grants the Authority the right to occupy, operate, control and use Orlando International Airport and Orlando Executive Airport for a term of fifty years commencing on October 1, 1976. At the end of the term, unless otherwise extended, the Authority is obligated to return full ownership and control of all its assets to the City of Orlando.

The City of Orlando transferred assets, liabilities and equity to the Authority at the carrying amounts in the accounts of the Aviation Division of the City of Orlando, which reflected historical or estimated historical costs, with accumulated depreciation at September 30, 1976. The property and equipment, net of accumulated depreciation transferred from the Aviation Division of the City of Orlando to the Authority, amounted to approximately \$31.5 million.

The City of Orlando provides certain police and fire protection services to the Authority. Total charges for these services amounted to approximately \$11.8 million and \$9.6 million for 2014 and 2013, respectively. Approximately, \$6.4 million and \$3.4 million are recorded as liabilities due to the City of Orlando in connection with these services at September 30, 2014 and 2013, respectively.

3. CASH DEPOSITS AND INVESTMENTS

The Authority's cash and cash equivalents balances include amounts deposited with commercial banks in interest-bearing and non-interest bearing demand deposit accounts, as well as the Florida State Board of Administration's Local Government Surplus Investment Pool (LGIP). The commercial bank balances are entirely insured by federal depository insurance or by collateral pursuant to the Florida Security for Public Deposits Act of the State of Florida (the Act).

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

3. CASH DEPOSITS AND INVESTMENTS (continued)

The Act establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the Authority's deposits in qualified public depositories are considered totally insured. The qualified public depository must pledge at least 50% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125%, may be required, if deemed necessary under the conditions set forth in the Act. Obligations pledged to secure deposits must be delivered to the State of Florida's Chief Financial Officer (State's CFO) or, with the approval of the State's CFO, to a bank, savings association, or trust company provided a power of attorney is delivered to the State's CFO.

The Authority follows GASB No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, which requires the adjustments of the carrying values of investments to fair value to be presented as a component of investment income. Investments are presented at fair value, which is based on available market values. The LGIP operated by the Florida State Board of Administration is a "2a-7-like" pool in accordance with GASB 31; therefore it is not presented at fair value but at its actual pooled share price which approximates fair value.

At September 30, 2014 and September 30, 2013, the fair value of all securities, regardless of the balance sheet, classification, was as follows (in thousands):

	2014	2013
U.S. Treasury and government agency securities	\$ 419,788	\$ 393,546
Commercial paper	54,966	49,986
Local government investment pool	582	609
Money market funds	276,395	304,663
Securities total	<u>\$ 751,731</u>	<u>\$ 748,804</u>

These securities are classified on the balance sheet as follows (in thousands):

	2014	2013
Current assets		
Cash and cash equivalents	\$ 141,927	\$ 138,729
Restricted cash and cash equivalents	122,197	165,389
Investments	76,964	61,032
Noncurrent Assets		
Restricted assets		
Cash and cash equivalents	304,435	239,438
Investments	321,747	314,862
Unrestricted assets		
Investments	76,044	67,882
Total cash and investments	1,043,314	987,332
Less cash on deposit	(291,583)	(238,528)
Total securities, at fair value	<u>\$ 751,731</u>	<u>\$ 748,804</u>

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

3. CASH DEPOSITS AND INVESTMENTS (continued)

The Authority is authorized to invest in securities as described in its investment policy and in each bond resolution. As of September 30, 2014 and September 30, 2013, the Authority held the following investments as categorized below in accordance with GASB Statement No. 40, *Deposit and Investment Risk Disclosures – an amendment of GASB Statement No. 3*:

Investment Maturities at September 30, 2014 (in thousands):

Investment Type	Less than 1 Year	1 to 5 Years	6 to 10 Years	11 to 15 Years	Total
U.S. Treasury and government agency securities	\$ 301,885	\$ 92,898	\$ 10,277	\$ 14,728	\$ 419,788
Commercial paper	54,966	-	-	-	54,966
Local government investment pool	582	-	-	-	582
Money market funds	276,395	-	-	-	276,395
	<u>\$ 633,828</u>	<u>\$ 92,898</u>	<u>\$ 10,277</u>	<u>\$ 14,728</u>	<u>\$ 751,731</u>

Investment Maturities at September 30, 2013 (in thousands):

Investment Type	Less than 1 Year	1 to 5 Years	6 to 10 Years	11 to 15 Years	Total
U.S. Treasury and government agency securities	\$ 187,978	\$ 177,549	\$ 13,947	\$ 14,072	\$ 393,546
Commercial paper	49,986	-	-	-	49,986
Local government investment pool	365	244	-	-	609
Money market funds	304,663	-	-	-	304,663
	<u>\$ 542,992</u>	<u>\$ 177,793</u>	<u>\$ 13,947</u>	<u>\$ 14,072</u>	<u>\$ 748,804</u>

As of September 30, 2014, the Authority had \$0.6 million invested in the State Board of Administration (SBA) LGIP Fund A, and \$0.0 invested in Fund B. Since establishment of the Fund B by the SBA on December 4, 2007, the SBA did not allow participants to withdraw funds from Fund B. As maturities occurred in Fund B, the SBA transfers the moneys from Fund B to LGIP Fund A. On September 5, 2014, the SBA transferred all remaining funds held in Fund B to the Fund A accounts.

Interest Rate Risk: As a means of limiting its exposure to fair value losses arising from rising interest rates, the Authority generally holds investments to maturity. The Authority's investment policy requires the investment portfolio to be structured to provide sufficient liquidity to pay obligations as they become due. To the extent possible, investment maturities match known cash needs and anticipated cash flow requirements. Investments under the Bond Resolution shall mature no later than needed, except for 1) investments in the Debt Service Reserve Account which shall mature not later than fifteen years (unless such investment is redeemable at the option of the holder, in which event the maturity shall not exceed the final maturity date of the Bonds secured by such investment), 2) investments in the Operation and Maintenance Fund and Operation and Maintenance Reserve Account shall mature within twelve months, and 3) investments in the Capital Expenditure Fund, the Renewal and Replacement Fund, Improvement and Development Fund, and the Discretionary Fund shall mature within five years. Investments under the Subordinated Bonds Resolution shall mature no later than needed, except for investments in the Reserve Fund which shall mature not later than fifteen years from the date of such investment. Investments under the Secondary Subordinated Bonds Resolution and Surplus Cash shall mature no later than the dates on which such funds are needed. The Authority portfolio holds a number of callable securities. The schedules above present the maturity date of the securities.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

3. CASH DEPOSITS AND INVESTMENTS (continued)

Credit Risk: The Authority's general investment policy is to apply the prudent-person rule: Investments are made as a prudent person would be expected to act, with discretion and intelligence, to seek reasonable income, preserve capital, and in general, avoid speculative investments. Authority policy limits investments to the highest credit rating category of Moody's Investors Services (Moody's) and Standard & Poor's (S&P), and funds can only be invested in money market funds rated AAAM or AAAM-G by S&P. Investment in commercial paper is limited to those programs rated A-1, P-1, which is the highest rating category. Consistent with the Authority's investment policy and bond resolutions, instrumentality investments held in the portfolio were rated AA+ by S&P and Aaa by Moody's as of September 30, 2014. On December 21, 2007, Standard and Poor's Ratings Services assigned its "AAAM" principal stability fund rating to LGIP.

Custodial Credit Risk: For an investment, custodial risk is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. All of the Authority's investments are either held in the name of the Authority or held in trust under the Authority's name.

Concentration of Credit Risk: At September 30, 2014, the Authority held investments exceeding 5 percent of the total investment portfolio (including cash and cash equivalents) with one issuer; Federal Home Loan Bank (29.61%). At September 30, 2013, the Authority held investments exceeding 5 percent of the total investment portfolio (including cash and cash equivalents) with three issuers; Federal Home Loan Bank (17.69%), Federal Home Loan Mortgage Corporation (11.36%) and Federal National Mortgage Association (6.36%). Each of the investments are rated either AA+ by S&P or Aaa by Moody's rating agency. Standard practice limits the maximum investment in any one issuer of commercial paper to \$5 million dollars.

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

4. DUE FROM OTHER GOVERNMENTAL AGENCIES

The following amounts were due from other governmental agencies as of September 30, 2014 and 2013 (in thousands):

	2014	2013
Unrestricted		
Florida Department of Transportation (FDOT)	\$ 397	\$ 203
Central Florida Expressway Authority (CFX)	216	191
Osceola County	-	10
Federal Aviation Administration (FAA)	28	-
Transportation and Security Administration (TSA)	-	148
Total Unrestricted	<u>\$ 641</u>	<u>\$ 552</u>
Restricted		
Florida Department of Transportation (FDOT)	\$ 9,936	\$ 5,104
Federal Aviation Administration (FAA)	3,265	1,559
Transportation and Security Administration (TSA)	345	1,716
Other	15	15
Total Restricted	<u>\$ 13,561</u>	<u>\$ 8,394</u>

5. RESTRICTED ASSETS

The Bond Resolution and the Master Indenture of Trust authorizing the issuance of the revenue bonds for Orlando International Airport and the Release of Federal Surplus Property Obligations for Orlando Executive Airport require segregation of certain assets into restricted accounts. At September 30, 2014 and 2013, composition of restricted accounts is as follows (in thousands):

	2014	2013
Debt Service Accounts	\$ 176,373	\$ 241,202
Capital Acquisition Accounts	164,631	131,644
Bond Construction Accounts	109,591	105,712
Passenger Facility Charges Account	187,216	136,106
Customer Facility Charges Account	98,065	86,593
Operating Reserve Account	37,012	35,930
Total Restricted Assets	<u>\$ 772,888</u>	<u>\$ 737,187</u>

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

6. CAPITAL ASSETS

A summary of capital assets activity for the years ended September 30, 2014 and 2013 is as follows (in thousands):

	Balance October 1, 2013	Additions and Reclass- ifications	Deductions	Balance September 30, 2014
Property and Equipment				
Capital Assets not Depreciated				
Land	\$ 270,608	\$ 751	\$ 108	\$ 271,251
Assets Held for Future Use	78,221	-	-	78,221
	<u>348,829</u>	<u>751</u>	<u>108</u>	<u>349,472</u>
Other Property and Equipment				
Building	273,427	1,471	-	274,898
Improvements	1,750,896	89,584	2	1,840,478
Equipment	235,960	1,916	531	237,345
Motor Vehicles	20,551	1,050	58	21,543
	<u>2,280,434</u>	<u>94,021</u>	<u>591</u>	<u>2,374,264</u>
Accumulated Depreciation				
Building	138,583	8,519	-	147,102
Improvements	985,942	66,751	1	1,052,692
Equipment	105,200	11,450	528	116,122
Motor Vehicles	16,175	1,263	57	17,381
	<u>1,245,900</u>	<u>87,983</u>	<u>586</u>	<u>1,333,297</u>
Net Property and Equipment	<u>1,383,763</u>	<u>6,789</u>	<u>113</u>	<u>1,390,439</u>
Property and Equipment - Held for Lease				
Capital Assets not Depreciated				
Land	8,131	-	-	8,131
Other Property and Equipment				
Building	906,415	-	-	906,415
Improvements	80,146	-	-	80,146
Equipment	8,774	-	-	8,774
	<u>995,335</u>	<u>-</u>	<u>-</u>	<u>995,335</u>
Accumulated Depreciation				
Building	520,841	26,938	-	547,779
Improvements	54,442	3,329	-	57,771
Equipment	4,177	1,253	-	5,430
	<u>579,460</u>	<u>31,520</u>	<u>-</u>	<u>610,980</u>
Net Property and Equipment - Held for Lease	<u>424,006</u>	<u>(31,520)</u>	<u>-</u>	<u>392,486</u>
Construction Work in Progress				
Capital Assets not Depreciated				
Construction Work in Progress	96,464	91,922	91,088	97,298
Net Capital Assets	<u>\$ 1,904,233</u>	<u>\$ 67,191</u>	<u>\$ 91,201</u>	<u>\$ 1,880,223</u>

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

6. CAPITAL ASSETS (continued)

	Balance October 1, 2012	Additions and Reclass- ifications	Deductions	Balance September 30, 2013
Property and Equipment				
Capital Assets not Depreciated				
Land	\$ 270,608	\$ -	\$ -	\$ 270,608
Assets Held for Future Use	78,221	-	-	78,221
	<u>348,829</u>	<u>-</u>	<u>-</u>	<u>348,829</u>
Other Property and Equipment				
Building	272,221	1,206	-	273,427
Improvements	1,726,323	24,573	-	1,750,896
Equipment	230,688	5,861	589	235,960
Motor Vehicles	21,921	1,192	2,562	20,551
	<u>2,251,153</u>	<u>32,832</u>	<u>3,151</u>	<u>2,280,834</u>
Accumulated Depreciation				
Building	130,044	8,539	-	138,583
Improvements	919,839	66,103	-	985,942
Equipment	94,307	11,477	584	105,200
Motor Vehicles	17,308	1,429	2,562	16,175
	<u>1,161,498</u>	<u>87,548</u>	<u>3,146</u>	<u>1,245,900</u>
Net Property and Equipment	<u>1,438,484</u>	<u>(54,716)</u>	<u>5</u>	<u>1,383,763</u>
Property and Equipment - Held for Lease				
Capital Assets not Depreciated				
Land	8,131	-	-	8,131
Other Property and Equipment				
Building	906,415	-	-	906,415
Improvements	80,146	-	-	80,146
Equipment	8,774	-	-	8,774
	<u>995,335</u>	<u>-</u>	<u>-</u>	<u>995,335</u>
Accumulated Depreciation				
Building	493,789	27,052	-	520,841
Improvements	50,396	4,046	-	54,442
Equipment	2,924	1,253	-	4,177
	<u>547,109</u>	<u>32,351</u>	<u>-</u>	<u>579,460</u>
Net Property and Equipment - Held for Lease	<u>456,357</u>	<u>(32,351)</u>	<u>-</u>	<u>424,006</u>
Construction Work in Progress				
Capital Assets not Depreciated				
Construction Work in Progress	54,625	70,610	28,771	96,464
Net Capital Assets	<u>\$ 1,949,466</u>	<u>\$ (16,457)</u>	<u>\$ 28,776</u>	<u>\$ 1,904,233</u>

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

6. CAPITAL ASSETS (continued)

During 2014, the Authority capitalized interest in the amount of \$3.6 million to Construction in Progress (CIP), representing the excess of interest cost (\$3.7 million) on certain borrowings during the construction period over the interest earned (\$0.1 million) on related interest-bearing investments acquired with the proceeds of the borrowings.

During 2013, the Authority capitalized interest in the amount of \$2.8 million to CIP, representing the excess of interest cost (\$2.9 million) on certain borrowings during the construction period over the interest earned (\$0.1 million) on related interest-bearing investments acquired with the proceeds of the borrowings.

7. LEASE AND CONCESSION AGREEMENTS

The following is a schedule by years of minimum future revenues from non-cancelable agreements as of September 30 (in thousands):

2015	\$ 168,767
2016	171,810
2017	79,877
2018	32,272
2019	27,615
Later years	96,688
Total minimum future revenues	<u>\$ 577,030</u>

Minimum future revenues do not include contingent revenues which may be received under agreement for use of land and buildings on the basis of revenue or fuel flow fees earned. Contingent revenues amounted to approximately \$31 million and \$28 million for the years ended September 30, 2014 and 2013 respectively.

8. PENSION PLANS

The Authority maintains two defined benefit plans for its employees, a single-employer plan covering non-firefighter employees and a multi-employer plan for firefighters. Additionally, the Authority provides two defined contribution plans, a single-employer defined contribution retirement plan for non-firefighter employees and a multi-employer defined contribution plan for firefighters.

Single-Employer Defined Benefit Pension Plan

General: The Authority contributes to the Retirement Plan for Employees of the Greater Orlando Aviation Authority (DB Plan), a single-employer retirement plan. The DB Plan provides retirement and death benefits to DB Plan members and beneficiaries. Comerica, Inc. (Comerica) currently holds the assets of the Plan in various managed accounts. Comerica currently pays the DB Plan benefits. Gabriel, Roeder, Smith & Company issues a publicly available actuarial report that includes required supplementary information for the DB Plan. That report may be obtained by writing to Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827, Attention: Human Resources.

Plan Description: The Authority authorizes all employees hired before October 1, 1999, other than firefighters to participate in the DB Plan. The Authority authorizes employees hired after September 30, 1999 to participate in the Single-Employer Defined Contribution Retirement Plan (DC Plan). The Authority allowed employees who were participants of the DB Plan to convert to the DC Plan during the period February 23, 2001 to June 30, 2001. The Authority credits all service from date of hire. Retirement benefits equal 3% of the average of the three years of highest annual earnings multiplied by years of credited service with a maximum of 75% of the average earnings. In the event of early retirement, there is a 3% benefit reduction for each year prior to normal retirement. Normal retirement date is the first day of the month following, or coinciding with, the earliest of a participant's sixty-fifth birthday and seven years of credited service, or twenty-five years of credited service. An employee is 20% vested

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

8. PENSION PLANS (continued)

after the first year of credited service and achieves 100% vesting after five years of service. Benefit provisions are established and may be amended by the Authority Board.

If a vested participant dies after becoming eligible for early retirement, but prior to actual retirement, his eligible spouse or other named beneficiary receives an amount equal to that which would have been received if the participant separated from service on the date of death, survived to the earliest possible retirement age and retired on that date with an immediate 50% contingent annuity. This benefit is payable unless otherwise elected by the participant and spouse.

Funding Policy: The actuarial valuation used for funding determines the annual contribution requirements of the Authority. The Authority does not require plan members to contribute to the DB Plan.

The Authority's contributions to the DB Plan are actuarially determined. The rates for the years ended September 30, 2014 and 2013 were 65.38% and 58.09% of estimated annual covered payroll, respectively. The Authority's estimated annual covered payroll for employees under the DB Plan was \$10.0 million and \$11.0 million for the years ended September 30, 2014 and 2013, respectively.

Annual Pension Cost and Net Pension Asset: The Authority's annual pension cost and net pension asset related to the DB Plan at September 30, 2014 were as follows (in thousands):

Annual required contribution (ARC)	\$ 6,565
Interest on net pension asset	(131)
Adjustment to ARC	357
Annual pension cost	6,791
Contributions made	(7,565)
Increase in net pension asset	(774)
Net pension asset - October 1, 2013	(1,810)
Net pension asset - September 30, 2014	<u>\$ (2,584)</u>

Three-Year Trend Information
(in thousands)

Fiscal Years Ended September 30,	Annual Pension Cost (APC)	Percentage of APC Contributed	Net Pension Asset
2014	\$ 6,791	111.4 %	\$ (2,584)
2013	6,571	113.8	(1,810)
2012	5,414	98.1	(902)

Funded Status and Funding Progress: As of October 1, 2013, the most recent actuarial valuation date, the DB Plan was 81.2% funded. The actuarial accrued liability for benefits was \$120.0 million, and the actuarial value of assets was \$97.4 million resulting in an unfunded actuarial accrued liability (UAAL) of \$22.5 million. The covered payroll was \$10.8 million, and the ratio of the UAAL to the covered payroll was 208.2%.

The schedule of funding progress, presented as Required Supplementary Information following the notes to the financial statements, presents multiyear trend information about whether the actuarial value of plan assets are increasing or decreasing over time relative to the actuarial accrued liability for benefits. The Authority currently uses the Aggregate Actuarial Cost Method to determine the annual required contribution. Since this method does not identify or separately amortize unfunded actuarial accrued liabilities, information about the funded status and

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

8. PENSION PLANS (continued)

funding progress is presented using the Entry Age Actuarial Cost Method and the information is intended to serve as a surrogate for the funded status and funding progress of the plan.

Actuarial Methods and Assumptions: The October 1, 2012 actuarial valuation determined the required contribution for the 2014 fiscal year. The actuarial assumptions for fiscal years 2014 and 2013 include: (a) rate of return on investments of 7.25%, (b) projected salary increases of 5.0%, (c) inflation adjustments of 3.0%, and (d) expense loading is the average of actual expenses over the previous two years. Five-year smoothed market method values DB Plan assets. The Aggregate Actuarial Cost Method determines the DB Plan's actuarial valuation.

Single-Employer Defined Contribution Retirement Plan

Plan Description: The Single-Employer Defined Contribution Retirement Plan (DC Plan) provides benefits upon retirement to employees of the Authority. At September 30, 2014, there were 419 active plan members. The plan provides retirement and death benefits to plan participants and beneficiaries.

General: The DC Plan is administered by a committee appointed by the Authority Board. The Authority can modify, alter or amend the DC Plan.

The DC Plan authorizes employees, other than firefighters, hired on or after October 1, 1999, to participate. Eligible employees include regular full-time employees and regular part-time employees who are normally scheduled to work 20 or more hours per week. The DC Plan allows employees to participate after three full months of service. The DC Plan has separate accounts for each employee, and investments are self-directed by the employee. The Authority contributes 6% of base wages and up to another 4% as a matching contribution. The employee contributes up to 10%. The DC Plan allows the employee's first 4% contribution to be pre-tax or after-tax. Employee contributions and earnings are 100% vested. The Authority's contributions vest at 20% per year of service, starting at one year of service. Employees hired prior to October 1, 1999, continued in the Authority's DB Plan, or converted at their option from the DB Plan to the DC Plan during the period of February 23, 2001 to June 30, 2001.

The Authority's payroll for employees covered by the DC Plan was \$18.9 million and \$17.3 million for the year ending September 30, 2014 and 2013, respectively. The Authority contributed \$1.8 million and \$1.6 million for the year ending September 30, 2014 and 2013, respectively. Participants contributed \$0.8 million and \$0.7 million for the year ending September 30, 2014 and 2013, respectively.

Multiple-Employer Pension Plans

Plan Description: All firefighters employed by the Authority participate in the Florida Retirement System (FRS), a cost-sharing, multiple-employer defined benefit public retirement plan. The FRS provides retirement and disability benefits, cost-of-living adjustments, and death benefits to plan participants and beneficiaries. Florida Statutes establish benefit provisions. The FRS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to the Florida Retirement System, Division of Retirement, Post Office Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737.

Participation in the FRS is compulsory for all full-time and part-time firefighters employed by the Authority. The FRS categorizes participants as members of a special risk class. A member receives one month credit for each month in which any salary is paid for services performed. The FRS authorizes members who meet certain requirements to purchase additional service credits to increase their retirement benefit. The FRS provides vesting of benefits after six years of creditable service (or eight years if enrolled on or after July 1, 2011). Special risk members enrolled in the FRS before July 1, 2011 meet eligibility for normal retirement after: (a) six years of special risk creditable service and attaining age fifty-five, (b) a combined total of twenty-five years of special risk creditable service and military service and attaining age fifty-two, (c) twenty-five years of special risk creditable service, or (d) thirty years of any creditable service, regardless of age. Special risk members enrolled in the FRS on or after July 1, 2011 meet eligibility for normal retirement after: (a) eight years of special risk creditable service and attaining age sixty, (b) a combined total of thirty years of special risk creditable service and military service and attaining age

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

8. PENSION PLANS (continued)

fifty-seven, (c) thirty years of special risk creditable service, or (d) thirty-three years of any creditable service, regardless of age. The FRS allows early retirement any time after vesting; however, there is a 5% benefit reduction for each year prior to normal retirement age or date. Options at retirement include benefits for life or reduced benefits with beneficiary rights.

Funding Policy: Various acts of the Florida Legislature determine the funding methods and benefits. These acts provide employers, such as the Authority, requirements to contribute at the current actuarially determined rate of covered payroll for special risk members. Effective July 1, 2011, all FRS employees, with the exception of the Deferred Retirement Option Program (DROP) participants and reemployed retirees who are initially reemployed under covered employment on or after July 1, 2010, are required to make pretax retirement contributions of 3% of their gross salary to the plan.

The employer contribution rate for the year ended September 30, 2014 was 19.06% from October 1, 2013 to June 30, 2014 and 19.82% from July 1, 2014 to September 30, 2014. The contribution rate for the year ended September 30, 2013 was 14.90% from October 1, 2012 to June 30, 2013 and 19.06% from July 1, 2013 to September 30, 2013. The contribution rate for the year ended September 30, 2012 was 14.10% from October 1, 2011 to June 30, 2012 and 14.90% from July 1, 2012 to September 30, 2012. The Authority's contributions to the FRS for each of the years ended September 30, 2014, 2013 and 2012 were approximately \$0.9 million, \$0.7 million and \$0.6 million, respectively, which represents the required contributions for each year.

Multi-Employer Defined Contribution Retirement Plan

Effective July 2002, the FRS offered its members the Florida Retirement System Investment Plan (Investment Plan) as a second retirement plan option. The Investment Plan is a defined contribution plan funded by employer contributions established by law. The employers' contributions are based on salary and FRS membership class, ranging from 3.3% for regular to 11% for special risk. Effective July 1, 2011, all FRS employees, with the exception of DROP participants and reemployed retirees who are initially reemployed under covered employment on or after July 1, 2010, are required to make pretax retirement contributions of 3% of their gross salary to the plan. Employees that do not elect this plan automatically enroll in the defined benefit plan. Employees vest after one year of service. Participants of the FRS have one lifetime option of transferring the value of their plan to the Investment Plan. As of September 30, 2014 and 2013, the Authority had two and three participants in this plan, respectively.

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

Plan Description: The Greater Orlando Aviation Authority Healthcare Plan (GOAAHP) is a single-employer healthcare plan administered by the Authority. The GOAAHP provides postemployment healthcare benefits to those participants who, in accordance with Article 4 of the Retirement Plan for Employees of the Greater Orlando Aviation Authority and Article 5 of the Greater Orlando Aviation Authority Defined Contribution Retirement Plan, retire at a participants' normal retirement date or early retirement date and who receive pension benefits immediately upon termination. CBIZ Benefits and Insurance Services issues a publicly available actuarial report that includes required supplementary information for GOAAHP. The report may be obtained by writing to Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827, Attention: Human Resources. As of September 30, 2014, the GOAAHP provided benefits to 287 participants.

Funding Policy and Annual Cost: The Authority establishes and amends benefit provisions and contribution obligations. The Authority provides medical, dental, and vision coverage at no cost to employees who retired prior to August 2, 1997.

For employees that retire after August 2, 1997 and employees hired prior to October 1, 2006, eligibility for retirement healthcare benefits will be determined by the years of credited service, and whether the employee immediately begins to receive pension benefits. Employees who do not elect to receive pension benefits immediately upon termination of employment forfeit eligibility for any healthcare coverage under this policy. The

GREATER ORLANDO AVIATION AUTHORITY
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9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

Authority's premium contribution for employees retiring after August 2, 1997 and for employees hired prior to October 1, 2006 is as follows:

<u>Credited Service</u>	<u>Contribution</u>
20 or more years	100%
15 but less than 20 years	75%
10 but less than 15 years	50%
Less than 10 years	0%

The premiums for employees hired on or after October 1, 2006, will be paid by the employee at 100%. Dependent coverage is available at the retiree's expense provided the retiree is eligible to receive health benefits under this policy.

The Authority is not required to fund the GOAAHP. However, on September 30, 2011, the Authority funded its OPEB obligation to a qualifying, irrevocable trust in the amount of \$26.3 million. The annual contribution of the employer, an amount actuarially determined in accordance with GASB 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits other Than Pensions*, represents a level of funding that, if paid on an ongoing basis, is projected to cover normal costs each year and to amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed twenty years. The current rate is 6.2% of annual covered payroll. For the years ended September 30, 2014 and 2013, the Authority's actuarially determined annual OPEB costs (expenses) were \$2.2 million and \$2.9 million, respectively.

The following table shows the components of the Authority's annual OPEB cost for the years ended September 30, 2014 and 2013, the annual required contribution, and changes in the Authority's net OPEB asset to GOAAHP (in thousands):

	<u>2014</u>	<u>2013</u>
Annual required contribution	\$ 2,073	\$ 2,878
Interest on net OPEB asset	(291)	(114)
Adjustment to annual required contribution	407	149
Annual OPEB cost	<u>2,189</u>	<u>2,913</u>
Trust contributions made	<u>(3,890)</u>	<u>(5,639)</u>
Increase in net OPEB asset	(1,701)	(2,726)
Net OPEB asset - beginning of year	<u>(4,477)</u>	<u>(1,751)</u>
Net OPEB asset - end of year	<u><u>\$ (6,178)</u></u>	<u><u>\$ (4,477)</u></u>

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

The Authority's annual OPEB cost, the percentage of annual OPEB cost contributed to the GOAAHP, and the net OPEB asset for the fiscal years ended September 30, 2014, 2013 and 2012 is as follows (in thousands):

Fiscal Years Ended September 30,	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Asset
2014	\$ 2,189	177.7 %	\$ (6,178)
2013	2,913	193.6	(4,477)
2012	3,889	145.0	(1,751)

Funded Status and Funding Progress: The funded status of the plan as of October 1, 2014, the most recent actuarial valuation date, is as follows (in thousands):

Actuarial Accrued Liability (a)	\$ 54,765
Actuarial Value of Plan Assets (b)	47,137
Unfunded Actuarial Accrued Liability (a) – (b)	<u>\$ 7,628</u>
 Funded Ratio (b) / (a)	 86.1%
 Covered Payroll (c) *	 \$ 35,067
 Unfunded Actuarial Accrued Liability as a Percentage of Covered Payroll [(a) – (b)] / (c)	 21.8%

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of events in the future. Amounts determined regarding the funded status of the GOAAHP and the annual contribution of the employer are subject to continual revision as actual results are compared to past expectations and new estimates are made about the future.

* Covered Payroll is the 2013-2014 actual regular salaries for active employees covered under the GOAAHP.

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

Actuarial Methods and Assumptions: Projections of benefits are based on the substantive plan (the plan as understood by the employer and plan participants) and include the types of benefits in force at the valuation date and the pattern of sharing benefit costs between the Authority and the GOAAHP participants to that point. Actuarial calculations reflect a long-term perspective and employ methods and assumptions that are designed to reduce short-term volatility in actuarial accrued liabilities and the actuarial value of assets. Significant methods and assumptions were as follows:

Actuarial Valuation Date	October 1, 2014
Actuarial Cost Method	Projected Unit Cost
Amortization Method	Level Dollar amounts
Amortization Period\ (open)	20 years
Asset Valuation Method	Fair Value
Investment Rate of Return	6.5%
Inflation Rate	2.0%

Healthcare Cost Trend Rate:

Year	Medical/Rx	Dental	Vision
2015	9.0%	5.0%	5.0%
2016	7.5	5.0	5.0
2017	7.0	5.0	5.0
2018	6.5	5.0	5.0
2019+	6.0	5.0	5.0

The required schedule of funding progress presented as required supplementary information immediately following the notes to the financial statements presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time, relative to the actuarial accrued liability for benefits.

10. RISK MANAGEMENT

The Authority developed risk mitigation strategies for loss prevention to address exposure to various risks. One of those risk mitigation strategies is the purchase of commercial insurance for losses related to torts and other liabilities, theft of, damage to and destruction of assets, and natural disasters. The supplemental section of the Comprehensive Annual Financial Report of the Authority discusses specific details regarding insurance coverage and deductibles.

Effective October 1, 2000, the Authority became self-insured for workers compensation and employer's liability insurance up to \$150,000 per occurrence. The Authority purchases excess coverage for workers compensation and employer's liability claims to provide stop loss coverage for claims in excess of \$150,000 per occurrence with limits that are consistent with statutory requirements. Johns Eastern Company, Inc. provides claims administration and associated reporting. The Authority records workers compensation liabilities when it is probable that a loss occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for the claims that have been incurred but not reported (IBNR). The Authority includes liabilities for unpaid claims at year-end in accrued expenses as current liabilities.

The Authority has a third party actuary perform a review of claim history for all claim years in which open claims are outstanding. The actuary projects the ultimate claim payment obligation (including IBNR) for each year's claim experience. The Authority recorded this estimate as a liability. No settlements exceeded excess insurance coverage in the past three years.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

10. RISK MANAGEMENT (continued)

Changes in the Authority's workers compensation claims liability are as follows as of September 30, 2014 and 2013 (in thousands):

	<u>2014</u>	<u>2013</u>
Unpaid claims and claims adjustment expenses at beginning of year	\$ 717	\$ 617
Incurring claims and claims adjustment expenses:		
Provisions for insured events of the current fiscal year	283	330
Decrease in provision for insured events of prior years	<u>(45)</u>	<u>(29)</u>
Total incurred claims and claims adjustment expenses	<u>238</u>	<u>301</u>
Payments:		
Claims and claims adjustment expenses attributable to insured events of current year	(81)	(98)
Claims and claims adjustment expenses attributable to insured events of prior year	<u>(134)</u>	<u>(103)</u>
Total payments	<u>(215)</u>	<u>(201)</u>
Total unpaid claims and claims adjustment expenses at end of year	<u><u>\$ 740</u></u>	<u><u>\$ 717</u></u>

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

11. NONCURRENT LIABILITIES

A summary of noncurrent liability activity for the years ended September 30, 2014 and 2013 is as follows (in thousands):

	Restated Balance October 1, 2013	Additions	Deductions	Balance September 30, 2014	Amounts Due Within One Year	Amounts Due After One Year
Airport Facilities Revenue Bonds						
Senior Lien Bonds						
Series 1998	\$ 5,835	\$ -	\$ 1,725	\$ 4,110	\$ 1,570	\$ 2,540
Series 2003A	14,160	-	14,160	-	-	-
Series 2007A	131,810	-	10,165	121,645	10,650	110,995
Series 2008A	152,210	-	16,720	135,490	27,950	107,540
Series 2008C	42,668	-	42,668	-	-	-
Series 2009A	98,550	-	-	98,550	-	98,550
Series 2009B Taxable	11,275	-	-	11,275	9,280	1,995
Series 2009C	82,930	-	1,580	81,350	1,640	79,710
Series 2010A	79,705	-	-	79,705	1,095	78,610
Series 2010B	50,265	-	20,240	30,025	2,400	27,625
Series 2011A	5,905	-	190	5,715	200	5,515
Series 2011B	70,040	-	-	70,040	-	70,040
Series 2011C	40,425	-	1,300	39,125	1,340	37,785
Series 2011D Taxable	67,555	-	845	66,710	850	65,860
Series 2012A	37,065	-	-	37,065	-	37,065
Series 2013A	46,915	-	-	46,915	-	46,915
Series 2013B	35,895	-	-	35,895	5,650	30,245
Subordinated Indebtedness						
Series 1998C Gulf Breeze	8,415	-	2,665	5,750	2,805	2,945
Secondary Subordinated						
Indebtedness Series 1997B	90,055	-	-	90,055	-	90,055
Special Purpose Facilities Bonds						
Series 2009CFC Taxable	41,345	-	7,615	33,730	7,890	25,840
Total Revenue Bonds	1,113,023	-	119,873	993,150	73,320	919,830
Add unamortized premiums and (discounts)	9,995	-	2,247	7,748	-	7,748
Add interest rate swap-fair value	19,188	1,556	-	20,744	-	20,744
Net Revenue Bonds	1,142,206	1,556	122,120	1,021,642	73,320	948,322
Line of Credit						
Line of Credit	5,000	28,700	4,000	29,700	-	29,700
Total Line of Credit	5,000	28,700	4,000	29,700	-	29,700
Other Liabilities						
Advanced rent from tenants (1)	1,946	10	194	1,762	204	1,558
Compensated Absences (1)	4,499	3,257	3,018	4,738	3,022	1,716
Pollution Remediation Liability (1)	2,856	392	556	2,692	808	1,884
Total Other Liabilities	9,301	3,659	3,768	9,192	4,034	5,158
Total Noncurrent Liabilities	\$ 1,156,507	\$ 33,915	\$ 129,888	\$ 1,060,534	\$ 77,354	\$ 983,180

- (1) Advance rent from tenants due within one year is included with other current advanced rents from tenants on the balance sheet; compensated absences and the pollution remediation liability due within one year is included in current accounts payable and accrued liabilities on the balance sheet.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

11. NONCURRENT LIABILITIES (continued)

	Restated Balance October 1, 2012	Restated Additions	Restated Deductions	Restated Balance September 30, 2013	Amounts Due Within One Year	Amounts Due After One Year
Airport Facilities Revenue Bonds						
Senior Lien Bonds						
Series 1998	\$ 7,865	\$ -	\$ 2,030	\$ 5,835	\$ 1,725	\$ 4,110
Series 2002A	1,210	-	1,210	-	-	-
Series 2002B	525	-	525	-	-	-
Series 2003A	52,585	-	38,425	14,160	14,160	-
Series 2007A	141,485	-	9,675	131,810	10,165	121,645
Series 2008A	181,890	-	29,680	152,210	16,720	135,490
Series 2008C	49,835	-	7,167	42,668	42,668	-
Series 2009A	98,550	-	-	98,550	-	98,550
Series 2009B Taxable	11,275	-	-	11,275	-	11,275
Series 2009C	84,465	-	1,535	82,930	1,580	81,350
Series 2010A	79,705	-	-	79,705	-	79,705
Series 2010B	68,365	-	18,100	50,265	20,240	30,025
Series 2011A	6,085	-	180	5,905	190	5,715
Series 2011B	70,040	-	-	70,040	-	70,040
Series 2011C	40,425	-	-	40,425	1,300	39,125
Series 2011D Taxable	67,945	-	390	67,555	845	66,710
Series 2012A	37,065	-	-	37,065	-	37,065
Series 2013A	-	46,915	-	46,915	-	46,915
Series 2013B	-	35,895	-	35,895	-	35,895
Subordinated Indebtedness						
Series 1998C Gulf Breeze	10,955	-	2,540	8,415	2,665	5,750
Series 2002A Taxable	2,385	-	2,385	-	-	-
Secondary Subordinated Indebtedness Series 1997B	90,055	-	-	90,055	-	90,055
Special Purpose Facilities Bonds						
Series 2009CFC Taxable	48,715	-	7,370	41,345	7,615	33,730
Total Revenue Bonds	1,151,425	82,810	121,212	1,113,023	119,873	993,150
Add unamortized premiums and (discounts)	14,136	-	4,141	9,995	-	9,995
Add interest rate swap-fair value	29,663	-	10,475	19,188	-	19,188
Net Revenue Bonds	1,195,224	82,810	135,828	1,142,206	119,873	1,022,333
Notes Payable						
Line of Credit	-	5,000	-	5,000	5,000	-
Total Notes Payable	-	5,000	-	5,000	5,000	-
Other Liabilities						
Advanced rent from tenants (1)	2,167	-	221	1,946	194	1,752
Compensated Absences (1)	4,334	2,980	2,815	4,499	2,865	1,634
Pollution Remediation Liability (1)	3,160	145	449	2,856	912	1,944
Total Other Liabilities	9,661	3,125	3,485	9,301	3,971	5,330
Total Noncurrent Liabilities	\$ 1,204,885	\$ 90,935	\$ 139,313	\$ 1,156,507	\$ 128,844	\$ 1,027,663

- (1) Advance rent from tenants due within one year is included with other current advanced rents from tenants on the balance sheet; compensated absences and the pollution remediation liability due within one year is included in current accounts payable and accrued liabilities on the balance sheet.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

11. NONCURRENT LIABILITIES (continued)

A schedule of debt maturities is as follows (in thousands):

	Fiscal Year	Principal	Interest
Revenue Bonds			
	2015	\$ 73,320	\$ 40,875
	2016	79,355	37,343
	2017	80,795	33,693
	2018	84,380	29,807
	2019	79,015	25,829
	2020-2024	291,055	83,295
	2025-2029	199,500	42,707
	2030-2034	53,195	19,493
	2035-2039	42,675	8,008
	2040	9,860	246
Total Revenue Bonds		993,150	\$ 321,296
Add unamortized premiums and discounts		7,748	
Add interest rate swap-fair value		20,744	
Net Revenue Bonds		<u>\$ 1,021,642</u>	
Line of Credit			
	2016	29,700	
Total Line of Credit		<u>\$ 29,700</u>	

A description of the bonds and notes payable is as follows:

Airport Facilities Revenue Bonds

The Authority has pledged future airport revenues, net of specified operating expenses, to repay \$959.4 million in Airport Facilities Revenue Bonds issued from 1997 to 2013. Proceeds from the bonds provided financing for various airport capital projects and refundings for previously issued debt. The bonds are payable solely from the airport system revenues and are payable through the year 2040. The Authority has agreed to maintain rates and charges each year to provide net revenues, as defined in the applicable bond agreements, equal to at least 1.25 times the sum of the aggregate debt service on senior lien bonds each fiscal year and at least 1.00 times on all other debt. Total principal and interest remaining on the bonds as of September 30, 2014 is \$1.3 billion with annual requirements ranging from \$104.8 million in 2014 to \$10.1 million in the final year, with the highest requirement of \$107.4 million in fiscal year 2016. For the twelve month period ended September 30, 2014, principal and interest requirements were \$108.7 million and total airport net revenues pledged for the year were \$209.3 million.

Senior Lien Bonds:

\$46,640,000 Airport Facilities Refunding Revenue Bonds, Series 1998, dated August 15, 1998 of which a portion is due October 1 of each year beginning 1999 through 2013; and \$4,110,000 in Term Bonds due October 1, 2017. Interest at 5.50% due semi-annually on April 1 and October 1; unamortized premium of \$18,000 and \$35,000.

\$141,485,000 Airport Facilities Refunding Revenue Bonds, Series 2007A, dated August 9, 2007, of which a portion is due October 1 of each year beginning in 2012 through 2023. Interest at 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$1,940,000 and \$2,373,000.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
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11. NONCURRENT LIABILITIES (continued)

\$248,070,000 Airport Facilities Refunding Revenue Bonds, Series 2008A, dated March 31, 2008, of which a portion is due October 1 of each year beginning in 2009 through 2018. Interest at 5.25% due semi-annually on April 1 and October 1; unamortized premium of \$1,564,000 and \$2,352,000.

\$98,550,000 Airport Facilities Refunding Revenue Bonds, Series 2009A, dated June 16, 2009, of which a portion is due October 1 of each year beginning in 2015 through 2021; \$14,420,000 in Term Bonds due October 1, 2022; and \$5,000,000 in Term Bonds due October 1, 2023. Interest at 5.38% to 6.25% due semi-annually on April 1 and October 1; unamortized premium of \$548,000 and \$656,000.

\$11,275,000 Airport Facilities Taxable Refunding Revenue Bonds, Series 2009B, dated June 16, 2009, of which a portion is due October 1 of each year beginning in 2014 through 2015. Interest at 4.78% to 5.13% due semi-annually on April 1 and October 1.

\$87,110,000 Airport Facilities Revenue Bonds, Series 2009C, dated December 17, 2009 of which a portion is due October 1 of each year beginning in 2010 through 2029; \$19,095,000 in Term Bonds due October 1, 2034; and \$24,385,000 in Term Bonds due October 1, 2039. Interest at 4.00% to 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$141,000 and \$150,000.

\$79,705,000 Airport Facilities Revenue Bonds, Series 2010A, dated April 15, 2010, of which a portion is due October 1 of each year beginning in 2014 through 2025; \$25,515,000 in Term Bonds due October 1, 2032; and \$27,305,000 in Term Bonds due October 1, 2039. Interest at 3.60% to 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$924,000 and \$986,000.

\$84,105,000 Airport Facilities Refunding Revenue Bonds, Series 2010B, dated April 15, 2010, of which a portion is due October 1 of each year beginning in 2011 through 2018. Interest at 4.25% to 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$927,000 and \$1,262,000.

\$6,355,000 Airport Facilities Refunding Revenue Bonds, Series 2011A, dated March 17, 2011, of which a portion is due October 1 of each year beginning in 2011 through 2028. Interest at 4.65% due semi-annually on April 1 and October 1.

\$70,040,000 Airport Facilities Refunding Revenue Bonds, Series 2011B, dated September 20, 2011, of which a portion is due October 1 of each year beginning in 2019 through 2028. Interest at 3.25% to 5.00% percent due semi-annually on April 1 and October 1; unamortized discount of \$81,000 and \$88,000.

\$40,425,000 Airport Facilities Refunding Revenue Bonds, Series 2011C, dated October 12, 2011, of which a portion is due October 1 of each year beginning in 2013 through 2032; \$15,545,000 in Term Bonds due October 1, 2032. Interest at 3.00% to 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$2,620,000 and \$2,864,000.

\$67,945,000 Airport Facilities Taxable Refunding Revenue Bonds, Series 2011D, dated October 12, 2011, of which a portion is due October 1 of each year beginning in 2012 through 2024. Interest at 1.70% to 4.33% due semi-annually on April 1 and October 1.

\$37,065,000 Airport Facilities Refunding Revenue Bonds, Series 2012A, dated July 3, 2012, of which a portion is due October 1 of each year beginning in 2021 through 2032. Interest at 5.00% due semi-annually on April 1 and October 1; unamortized premium of \$3,416,000 and \$3,797,000.

\$46,915,000 Airport Facilities Refunding Revenue Bonds, Series 2013A, dated September 19, 2013, of which a portion is due October 1 of each year beginning in 2015 through 2028; \$46,915,000 in Term Bonds due October 1, 2028. Interest at 3.50% due semi-annually on April 1 and October 1.

\$35,895,000 Airport Facilities Refunding Revenue Bonds, Series 2013B, dated September 4, 2013, of which a portion is due October 1 of each year beginning in 2014 through 2018. Interest at 0.63% to 2.27% due semi-

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

11. NONCURRENT LIABILITIES (continued)

annually on April 1 and October 1. These bonds, along with Authority funds, refunded \$37,965,000 of the outstanding Airport Facilities Refunding Revenue Bonds, Series 2003A.

Subordinated Indebtedness:

\$19,290,000 Airport Facilities Subordinated Revenue Bonds, Series 1998C, dated June 1998, principal payable December 1 of each year beginning 2008 through 2015. Interest at 5.00% to 5.05% due semi-annually on June 1 and December 1.

Secondary Subordinated Indebtedness:

\$90,055,000 Airport Facilities Secondary Subordinated Revenue Bonds, Series 1997, (Series 1997B) dated December 1997, principal payable October 1 of each year beginning 2023 through 2027. Variable interest rate, that was 0.14% at September 30, 2014, due quarterly on January 1, April 1, July 1 and October 1; unamortized discount of \$4,269,000 and \$4,392,000. At the time these bonds were issued, the Authority purchased a bond insurance policy from MBIA Insurance Corporation in lieu of executing a liquidity facility for this variable rate debt. The insurance policy is in effect for the full life of the bonds. The rate that the Authority currently pays for the Series 1997B debt service is currently based on the Securities Industry and Financial Markets Association (SIFMA) Index, a variable rate per annum determined and reset weekly plus 9 basis points.

Special Purpose Facilities Bonds:

\$62,800,000 Special Purpose Airport Facilities Taxable Revenue Bonds, Series 2009, dated October 7, 2009, of which a portion is due October 1 of each year beginning in 2010 through 2017. Interest at 4.16% to 5.47% due semi-annually on April 1 and October 1.

Line of Credit

In December 2009, the Authority entered into an agreement with Wachovia Bank, N.A. (now Wells Fargo) to provide the Authority with a \$100 million line of credit. The line of credit is to be used as interim financing for capital projects in anticipation of the issuance of long term bonds and/or receipt of grants, PFCs, CFCs, Authority funds and other permanent funding sources. The initial term of the line of credit was three years. Effective July 2014, the line of credit was increased to \$250 million and the expiration date extended to June 30, 2015. As of September 30, 2014, the Authority has drawn \$13,500,000 on this line of credit. As of September 30, 2013, the Authority had drawn \$2,500,000 on this line of credit.

In May 2013, the Authority entered into an agreement with Bank of America, N.A. to provide the Authority with a \$150 million line of credit. The line of credit is to be used as interim financing for capital projects in anticipation of the issuance of long term bonds and/or receipt of grants, PFCs, CFCs, Authority funds and other permanent funding sources. The term of the line of credit is three years. Effective July 2014, the line of credit was increased to \$200 million. As of September 30, 2014, the Authority has drawn \$16,200,000 on this line of credit. As of September 30, 2013, the Authority had drawn \$2,500,000 on this line of credit.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

11. NONCURRENT LIABILITIES (continued)

A schedule of projected debt service requirements for the 1997B Secondary Subordinated variable rate bonds is as follows (in thousands):

Variable Rate Bonds Projected Debt Service Requirement (in thousands)				
Calendar Year	Variable Rate Bonds		Interest Rate Swaps, Net	Total
	Principal	Interest (1)		
2015	\$ -	\$ 123	\$ 3,884	\$ 4,007
2016	-	124	3,884	4,008
2017	-	124	3,884	4,008
2018	-	124	3,884	4,008
2019	-	123	3,884	4,007
2020-2024	30,730	600	18,875	50,205
2025-2027	59,325	166	5,191	64,682
	\$ 90,055	\$ 1,384	\$ 43,486	\$ 134,925

(1) Interest rates are estimated based on the rate as of September 30, 2014, which was 0.14%.

12. DERIVATIVES AND HEDGING ACTIVITIES

Objective of the swap: The Authority entered into a pay-fixed, receive-variable interest rate swap associated with the Airport Facilities Secondary Subordinated Revenue Bonds, Series 1997B (the 1997B Gulf Breeze Swap) to reduce the impact of fluctuations in interest rates on the variable rate debt.

Fair value and classification: Because interest rates have declined, the 1997B Gulf Breeze Swap had a negative fair value as of September 30, 2014. The fair value decreased by \$1.5 million from the September 30, 2013 amount. The fair values for each period were obtained from the swap counterparty, Goldman Sachs Mitsui Marine Derivative Products, L.P. (GSMMDP). In accordance with GASB Statement No. 53, *Accounting and Reporting for Derivative Instruments*, the fair value is reflected as a liability in the revenue bonds payable, long-term section on the balance sheet with a corresponding outflow in deferrals. The fair value of the deferred outflows in connection with the swap was \$20.7 million and \$19.2 million for the years ended September 30, 2014 and 2013, respectively.

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

12. DERIVATIVES AND HEDGING ACTIVITIES (continued)

Terms and risks: The notional amount of the 1997B Gulf Breeze Swap matches the principal amount of the associated debt. The Authority's swap agreement contains scheduled reductions to outstanding notional amounts that approximate scheduled or anticipated reductions in the outstanding principal amounts from debt repayments. The terms, fair value and risks of the outstanding swap as of September 30, 2014 and September 30, 2013, were as follows (in thousands):

Associated Bond Issue	Notional Amounts	Effective Date	Fixed Rate Paid	Variable Rate Received	Sept. 30, 2014 Fair Values	Swap Termination Date	Counterparty Credit Rating
1997B	\$ 90,055	Jan. 1, 2003	4.45 %	SIFMA*	\$ (20,744)	Oct. 1, 2027	AAA/Aa2

Associated Bond Issue	Notional Amounts	Effective Date	Fixed Rate Paid	Variable Rate Received	Sept. 30, 2013 Fair Values	Swap Termination Date	Counterparty Credit Rating
1997B	\$ 90,055	Jan. 1, 2003	4.45 %	SIFMA*	\$ (19,188)	Oct. 1, 2027	AAA/Aa2

*The Securities Industry and Financial Market Association Municipal Swap Index

Credit Risk: As of September 30, 2014, the Authority was not exposed to credit risk because the pay-fixed, receive-variable 1997B Gulf Breeze Swap had a negative fair value. Should interest rates change and the fair value of the swap become positive, the Authority would be exposed to credit risk in the amount of the derivative's fair value.

Termination Risk: Goldman Sachs Mitsui Marine Derivative Products, L.P. (GSMMDP) has the right to terminate the 1997B Gulf Breeze Swap upon the occurrence of certain insolvency events with respect to MBIA Insurance Corporation ("MBIA"), the insurer of the payments due from the Authority under the 1997B Gulf Breeze Swap, or the occurrence of certain credit downgrades of MBIA. MBIA Inc. established an intermediate holding company, MuniCo Holdings, Inc., to which the stock of MBIA Insurance Corp. of Illinois, which was renamed National Public Finance Guarantee Corporation ("National"), was transferred. National is managed as a separate entity and dedicated solely to insuring U.S. public finance debt. Its insured portfolio consists primarily of MBIA Insurance Corp.'s U.S. public finance portfolio. If GSMMDP has notified GOAA that an insurance event has occurred and continuing and GOAA has not, within 30 days of receiving such notice (a) provided a Credit Support Provider acceptable to GSMMDP; (b) executed a collateral agreement with GSMMDP; or (c) provided documentation from S&P establishing a rating of "A-" or better or a rating from Moody's of "A3" or better for GOAA's long term unsecured debt, GSMMDP can elect to exercise their right to terminate the 1997B Gulf Breeze Swap. Such an early termination would result in a cash settlement, based upon market conditions at the time of termination. The 1997B Gulf Breeze Swap also contains early termination and cash settlement provisions at the election of the Authority.

Basis Risk: Under the 1997B Gulf Breeze Swap, GSMMDP has the right to convert the SIFMA Index based rate to a rate based upon percentage of London Interbank Offered Rate ("LIBOR") upon the occurrence of certain taxability events. Such a conversion could result in the Authority having to pay the difference between the LIBOR-based rate and the tax-exempt variable rate.

Market-access Risk: The 1997B Gulf Breeze Swap exposes the Authority to market-access risk for issues where access to the markets is limited or where that credit access will become more costly. Depending on the market conditions and the Authority's credit position, an interim placement may not offer the same level of economic benefit as originally intended. Market access also may become an issue if the Authority decides to terminate or modify the existing swap, either because it is no longer economically beneficial or because the related debt should

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

12. DERIVATIVES AND HEDGING ACTIVITIES (continued)

be restructured. The Authority would evaluate the potential effects of this risk when considering any event where market access becomes an issue.

13. CONDUIT DEBT OBLIGATIONS

As of September 30, 2014 and 2013, the Authority has outstanding the following series of conduit debt obligations (in thousands):

	<u>2014</u>	<u>2013</u>
Special Purpose Facilities Revenue Bonds issued to provide for the acquisition, construction and equipping of a Fixed Base Operator Facility; payable solely from and secured by a pledge of loan payments to be received from a loan agreement and from proceeds of the letter of credit provided by the borrower. The bonds are scheduled to mature June 1, 2021.	\$ 4,100	\$ 4,100
Special Purpose Facilities Revenue Bonds issued to provide for the construction of a flight training facility and the acquisition of flight training equipment; payable solely from a pledge of loan payments to be received from a loan agreement and a pledge of lease payments to be received from a lease agreement and an Unconditional Guaranty Agreement. The Bonds are scheduled to mature October 1, 2023 (\$11,905) and October 1, 2035 (\$6,380).	18,285	18,285
Special Purpose Facilities Revenue Bonds issued to provide for the acquisition, construction and equipping of a corporate training facility and an aircraft maintenance hangar facility; payable solely from a pledge of lease payments to be received from the lease agreement and secured by the Leasehold Mortgage. The Bonds are scheduled to mature November 15, 2026 (\$12,665) and November 15, 2036 (\$29,655).	42,320	42,320

These bonds are special limited obligations of the Authority, payable as described above. The bonds do not constitute a debt, liability or obligation of the Authority, the City of Orlando, or the State of Florida or any political subdivisions thereof and accordingly have not been reported in the accompanying financial statements.

14. DEFERRED AMOUNT ON REFUNDING OF BONDS

On September 4, 2013, the Authority issued \$35.9 million in Airport Facilities Refunding Revenue Bonds, Series 2013B (the "Series 2013B Bonds") with a true interest rate of 1.65%. From the \$35.9 million issuance and the \$3.2 million of Authority funds, \$38.9 million was deposited into the Bank of New York escrow account to refund the outstanding \$38.0 million of Airport Facilities Refunding Revenue Bonds, Series 2003A and pay associated interest of \$0.9 million. The remaining Series 2013B Bond proceeds of \$0.2 million were used to pay related issuance costs.

The refunding resulted in a gain of \$0.3 million between the amount of the Series 2013B Bonds and the net carrying amount of the refunded bonds. This deferred gain will be charged to operations over the life of the Series 2013B bonds using the effective-interest method. The Authority completed the advance refunding to reduce its total debt service payment over the next 5 years by approximately \$6.0 million and to obtain an economic gain (difference between the present values of the defeased and new debt service payments) of approximately \$3.4 million.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

15. BOND ISSUANCE (OTHER THAN REFUNDING ISSUES)

On September 19, 2013, the Authority issued \$46.9 million in Airport Facilities Revenue Bonds, Series 2013A (AMT) (the "Series 2013A Bonds") with a true interest rate of 3.50%. The Series 2013A Bonds were issued for the purpose of providing funds, along with other available Authority funds of \$3.0 million, to finance costs of the Baggage Handling Systems Improvement Program; make a deposit to the Composite Reserve Subaccount in an amount sufficient to cause the balance to equal the Composite Reserve Requirement, pay capitalized interest on the 2013A Bonds, and to pay certain costs of issuance of the Series 2013A Bonds.

16. CAPITAL CONTRIBUTIONS

Grants and other contributions used to acquire capital assets are classified as capital contributions in the Statements of Revenues, Expenses, and Changes in Net Position. Capital contributions consisted of the following at September 30, 2014 and 2013 (in thousands):

	2014	2013
Federal Grants	\$ 13,998	\$ 10,604
State of Florida Grants/Other Grants	17,997	11,145
Total Capital Contributions	<u>\$ 31,995</u>	<u>\$ 21,749</u>

17. AIRLINE RATES BY RESOLUTION

Effective November 1, 2013, the Authority operates under a Resolution Relating to Airline Rates and Charges and Airline Operating Terms and Conditions For the Use Of Facilities And Services At Orlando International Airport, adopted by the Authority Board October 16, 2013 (the "Resolution"). During the month of October, 2013, the Authority continued to operate under the 2008 Airline-Airport Lease and Use Agreement (ALUA), which was originally scheduled to expire on September 30, 2013. Airlines serving the Airport in October 2013 did so as holdover tenants under the ALUA and other lease agreements.

The Resolution, which has no expiration date, provides for a compensatory rate-making methodology for use of the terminal facilities, including certain activity based charges for use of the baggage system, and a residual rate-making methodology to establish landing fees for the use of the airfield. Any airline may commit to use certain terminal space on an exclusive or preferential basis and, as a result, pay a fixed monthly charge for such space. Otherwise, airlines pay for terminal space assigned by the Authority on a per use basis.

An airline may also sign a Rate and Revenue Sharing Agreement ("Rate Agreement"), whereby the airline affirmatively agrees to the Resolution and the rate-setting methodology therein, and further agrees not to challenge the rates and charges calculated under the Resolution's rate-setting methodology through any judicial or regulatory process for a period of three years. Airlines that sign, and comply with the terms of, a Rate Agreement with the Authority are entitled to share in certain revenues remaining after the payment of all Authority debt service and operating expenses, including fund deposit requirements ("Net Remaining Revenue"). The Authority receives the first \$45 million of Net Remaining Revenues for FY 2014, \$50 million of Net Remaining Revenues for FY 2015 and \$55 million of Net Remaining Revenues for FY 2016, with participating airlines sharing in a pool of all Net Remaining Revenues in excess of these amounts.

For year ended September 30, 2013, the Authority operated under Airline-Airport Lease and Use Agreements (ALUA) with certain airlines serving the Airport (the Signatory Airlines) entered into on October 1, 2008 and expired on September 30, 2013.

The ALUA provided for the Sharing of net revenues after the payment of debt service and other fund deposit requirements with the Signatory Airlines. The net remaining revenues were divided between the Authority and the Signatory Airlines using an allocation percentage of 75% and 25%, respectively, for the year ended September 30, 2013. Signatory Airlines net revenue sharing totaled approximately \$18.9 million as it relates to the ALUA for the year ended September 30, 2013.

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

18. OUTSTANDING CONTRACTS

As of September 30, 2014, the Authority had entered into construction contracts totaling approximately \$601.4 million for construction, engineering services and equipment, approximately \$244.6 million of which remains unincurred. Grants and passenger facility charges will be utilized to fund a portion of these projects.

19. COMMITMENTS AND CONTINGENCIES

Grants: The Authority receives grants from federal and state assistance programs. Amounts received or receivable under these programs are subject to audit and adjustment. The amount, if any, of disallowed claims, including amounts already collected, cannot be determined at this time, although the Authority expects such amounts, if any, to be immaterial.

City of Orlando: The Operation and Use Agreement with the City of Orlando (Note 2) provided for certain future payments by the Authority to the City of Orlando in the amount of \$2.0 million in total plus 6% interest. The Agreement provides that all principal payments will be deferred and interest payments will be abated during the full term of airport revenue bonds issued for the construction of major new terminal facilities, runways or appurtenances at Orlando International Airport. It is improbable that this liability and related interest will be paid since the term of the revenue bonds issued for such items and the outstanding revenue bonds balance will extend beyond the terms of the Agreement. As of September 30, 2014, this contingent liability of the Authority amounted to approximately \$1.7 million.

Rental Car Agencies: The Authority has agreed to reimburse several car rental agencies for the unamortized residual value of their leasehold improvements at Orlando International Airport, if their leases are terminated by the Authority prior to their expiration dates. As of September 30, 2014, this contingent liability of the Authority amounted to approximately \$1.7 million.

Wetland Mitigation: Pursuant to environmental permits issued by the U. S. Army Corps of Engineers, the FDEP and the South Florida Water Management District (collectively, the Environmental Agencies), the Authority has been required to provide mitigation for impacts which Authority projects had on existing wetlands. Wetland mitigation includes the preservation of both upland and wetland land in their natural state, the enhancement of existing wetlands, and the creation of new wetland areas. Wetland mitigation may also include funding the acquisition of environmentally sensitive lands by third parties.

The Authority has completed the wetland mitigation activities for mitigation enhancements projects at the site of the Disney Wilderness Preserve. The mitigation was for wetland impacts to areas associated with the future South Terminal and Fourth Runway and related development areas. The mandated agency success criteria has been achieved and long term maintenance endowments have been fully funded. In 2011, the Authority completed the purchase of approximately \$11.5 million in mitigation credits from approved mitigation banks to offset proposed impacts to the East Airfield development area. Unlike the mitigation projects discussed previously, such purchases satisfy permit requirements and do not require ongoing endowments. The mitigation banks assume the full responsibility to complete the off-site mitigation improvements.

Construction Disputes: The Authority is not aware of any current dispute arising from the construction of improvements in which the contractors involved may seek additional compensation.

Concentration of Credit Risk: The Authority leases facilities to the airlines pursuant to the Resolution (see Note 17) and to other businesses to operate concessions at the Authority. For fiscal years ended September 30, 2014 and 2013, revenues realized from the following sources exceeded 5% of the Authority's total operating revenues:

	<u>2014</u>	<u>2013</u>
Southwest Airlines Co.	8.7 %	8.1%
Enterprise Leasing Co. of Orlando	8.3	7.9
Delta Air Lines	5.1	4.5

GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

20. ENVIRONMENTAL LIABILITIES

The Authority has certain polluted sites primarily from chemical and fuel spills, asbestos, and former landfills whereas the Authority is named or will be named a responsible or potentially responsible party or where pollution remediation has already commenced with monitoring being completed as necessary. The Authority recorded a pollution remediation liability as of October 1, 2008, measured at \$4.1 million, using the expected cash flow technique. Under this technique, the Authority estimated a reasonable range of potential outlays and multiplied those outlays by their probability of occurring. This liability could change over time due to changes in costs of goods and services, changes in remediation technology, or changes in laws and regulations governing the remediation efforts. The possibility of recovery of some of these costs from outside governmental funding or other parties exists; however, the Authority only recognizes these recoveries in the financial statements as they become probable. A summary of the changes in liability for the year ended September 30, 2014 and 2013, is as follows (in thousands):

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GREATER ORLANDO AVIATION AUTHORITY
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2014 and 2013

20. ENVIRONMENTAL LIABILITIES (continued)

	Balance October 1, 2013	Additions or Adjustments	Payments Current Year	Balance September 30, 2014
Pollution remediation liability	\$ 2,856	\$ 392	\$ (556)	\$ 2,692
Unrealized recoveries	-	-	-	-
Net Pollution Remediation Liability	<u>\$ 2,856</u>	<u>\$ 392</u>	<u>\$ (556)</u>	<u>\$ 2,692</u>

Reported as follows (shown in Current
Accrued Liabilities and Other
Long-Term Liabilities):

Due within one year	\$ 912	\$ 452	\$ (556)	\$ 808
Due after one year	1,944	(60)	-	1,884
Net Pollution Remediation Liability	<u>\$ 2,856</u>	<u>\$ 392</u>	<u>\$ (556)</u>	<u>\$ 2,692</u>

Realized Recoveries (shown in Cash
and Cash Equivalents)

	<u>\$ 543</u>	<u>\$ -</u>	<u>\$ (176)</u>	<u>\$ 367</u>

	Balance October 1, 2012	Additions or Adjustments	Payments Current Year	Balance September 30, 2013
Pollution remediation liability	\$ 3,160	\$ 145	\$ (449)	\$ 2,856
Unrealized recoveries	-	-	-	-
Net Pollution Remediation Liability	<u>\$ 3,160</u>	<u>\$ 145</u>	<u>\$ (449)</u>	<u>\$ 2,856</u>

Reported as follows (shown in Current
Accrued Liabilities and Other
Long-Term Liabilities):

Due within one year	\$ 1,087	\$ 274	\$ (449)	\$ 912
Due after one year	2,073	(129)	-	1,944
Net Pollution Remediation Liability	<u>\$ 3,160</u>	<u>\$ 145</u>	<u>\$ (449)</u>	<u>\$ 2,856</u>

Realized Recoveries (shown in Cash
and Cash Equivalents)

	<u>\$ 877</u>	<u>\$ -</u>	<u>\$ (334)</u>	<u>\$ 543</u>

The Authority has certain land sites that are being evaluated for potential remediation, in accordance with GASB 49, or are in the post-remediation stage with monitoring being completed as necessary.

In addition, the Authority has a polluted site from chemical and fuel spills, whereas the Authority is involved in litigation at Orlando International Airport. The liabilities associated with these sites are not reasonably estimable and, as such are not recorded in the financial statements.

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER PENSION PLAN
(in thousands)

SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date October 1,	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Entry Age (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2013	\$ 97,405	\$ 119,945	\$ 22,540	81.2 %	\$ 10,828	208.2 %
2012	87,171	114,144	26,973	76.4	11,443	235.7
2011 *	82,202	108,892	26,690	75.5	12,150	219.7

*The 2011 figures have been revised based upon the October 11, 2012 Actuarial Impact Statements.

SCHEDULE OF EMPLOYER CONTRIBUTIONS

Fiscal Years Ended September 30,	Employer Contributions	
	Annual Required Contributions (ARC)	Percentage of ARC Contributed
2014	\$ 6,565	115.2 %
2013	6,470	115.6
2012	5,314	100.0

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER POSTEMPLOYMENT BENEFITS PLAN
(in thousands)

SCHEDULE OF FUNDING PROGRESS

Actuarial Valuation Date October 1,	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) Projected Unit Credit (b)	Unfunded AAL (UAAL) (b-a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll ((b-a)/c)
2014	\$ 47,137	\$ 54,765	\$ 7,628	86.1 %	\$ 35,067	21.8 %
2013	40,366	54,108	13,742	74.6	34,028	40.4
2012	31,597	58,430	26,833	54.1	32,957	81.4

SCHEDULE OF EMPLOYER CONTRIBUTIONS

Fiscal Years Ended September 30,	Employer Contributions	
	Annual Required Contributions (ARC)	Percentage of ARC Contributed
2014	\$ 2,073	187.6 %
2013	2,878	196.0
2012	3,889	145.0

APPENDIX F

FORM OF CO-BOND COUNSEL OPINION

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APPENDIX F

FORM OF OPINIONS OF NABORS, GIBLIN & NICKERSON, P.A. AND D. SEATON AND ASSOCIATES, WITH RESPECT TO THE SERIES 2015A BONDS

Upon delivery of the Series 2015A Bonds in definitive form, Nabors, Giblin & Nickerson, P.A., Tampa, Florida and D. Seaton and Associates, Orlando, Florida, Co-Bond Counsel, propose to render their respective opinions in relation to such Series 2015A Bonds in substantially the following form:

[Closing Date]

Greater Orlando Aviation Authority
Orlando, Florida

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$214,450,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2015A (AMT) of the City of Orlando, Florida (the "Series 2015A Bonds").

The Series 2015A Bonds are issued under and pursuant to the Greater Orlando Aviation Authority Act, Chapter 98-492, Laws of Florida, as amended (the "Act") and the Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida adopted by the Greater Orlando Aviation Authority (the "Authority") on June 13, 1978, as codified on September 17, 2008, and as amended, restated and supplemented, in particular as supplemented by a resolution of the Authority regarding the Series 2015A Bonds, adopted on September 16, 2015 (collectively, the "Bond Resolution"). Capitalized but undefined terms used herein shall have the meanings assigned thereto in the Bond Resolution.

The Series 2015A Bonds are dated and shall bear interest from the date hereof, except as otherwise provided in the Bond Resolution. The Series 2015A Bonds will mature on the dates and in the principal amounts, and will bear interest at the respective rates per annum, as provided in the Bond Resolution and the Bond Purchase Agreement relating to the sale of the Series 2015A Bonds (the "Bond Purchase Agreement"). Interest on the Series 2015A Bonds shall be payable on April 1 and October 1 of each

year, commencing on April 1, 2016. The Series 2015A Bonds are subject to redemption prior to maturity in accordance with the terms of the Bond Resolution and the Bond Purchase Agreement.

The Series 2015A Bonds are being issued for the principal purposes of providing funds sufficient to (a) finance all or a portion of the costs of the 2015A Projects, (b) refinance certain draws on the Lines of Credit, (c) pay capitalized interest on the Series 2015A Bonds and (d) pay certain costs of issuance with respect to the Series 2015A Bonds.

As to questions of fact material to our opinion, we have relied upon the representations of the Authority contained in the Bond Resolution and in the certified proceedings relating thereto and to the issuance of the Series 2015A Bonds and other certifications of public officials furnished to us in connection therewith without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of the matters described or contained in any agreements, documents, certificates, representations and opinions relating to the Series 2015A Bonds, and have relied solely on the facts, estimates and circumstances described and set forth therein. In our examination of the foregoing, we have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. We have also relied upon the opinion of Broad and Cassel as to the due creation and valid existence of the Authority and the opinion of the Office of Legal Affairs of the City of Orlando, Florida (the "City") as to the due adoption by the City of its approving resolution.

Based on the foregoing, under existing law, we are of the opinion that:

1. The Authority is a duly created and validly existing agency of the City under the provisions of the Act.

2. The Authority has the right and power under the Act and the Constitution and Laws of the State of Florida to adopt the Bond Resolution, and the Bond Resolution has been duly and lawfully adopted by the Authority and approved by the City, is in full force and effect in accordance with its terms and is valid and binding upon the Authority and enforceable in accordance with its terms, and no other authorization for the Bond Resolution is required. The Bond Resolution creates the valid pledge which it purports to create of the Revenues (as such term is defined in the Bond Resolution) and certain other funds and moneys described in Section 401 of the Bond Resolution (collectively, the "Pledged Funds"), subject to the provisions of the Bond Resolution permitting the

application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution.

3. The Authority is duly authorized and entitled to issue the Series 2015A Bonds, and the Series 2015A Bonds have been duly and validly authorized and issued by the Authority in accordance with the Act and the Constitution and Laws of the State of Florida and the Bond Resolution. The Series 2015A Bonds constitute valid and binding obligations of the Authority as provided in the Bond Resolution, are enforceable in accordance with their terms and the terms of the Bond Resolution and are entitled to the benefits of the Bond Resolution and the laws pursuant to which they are issued. The Series 2015A Bonds are issued on parity with certain other obligations of the Authority pursuant to the terms of the Bond Resolution. The Series 2015A Bonds do not constitute a general indebtedness of the Authority, the City, the State of Florida or any agency, department or political subdivision thereof, or a pledge of the faith and credit of such entities, but are payable solely from the Pledged Funds in the manner and to the extent provided in the Bond Resolution. The Authority has no taxing power. The Series 2015A Bonds are not secured by a lien on the Airport System (as defined in the Bond Resolution), or any other real or tangible property.

4. Under existing statutes, regulations, rulings and court decisions, the interest on the Series 2015A Bonds is excluded from gross income for federal income tax purposes, except for any period during which a Series 2015A Bond is held by a "substantial user" of the facilities financed or refinanced with proceeds of the Series 2015A Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Such interest on the Series 2015A Bonds is an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinions set forth above are subject to the condition that the Authority comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2015A Bonds in order that interest thereon be (or continues to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Series 2015A Bonds to be so included in gross income retroactive to the date of issuance of the Series 2015 Bonds. The Authority has covenanted to comply with all such requirements. Ownership of the Series 2015A Bonds may result in collateral federal tax consequences to certain taxpayers. We express no opinion regarding such federal tax consequences arising with respect to the Series 2015A Bonds.

It should be noted that (1) except as may expressly be set forth in an opinion delivered by us to the underwriters (on which opinion only they may rely) for the Series

2015A Bonds on the date hereof, we have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Series 2015A Bonds and we express no opinion relating thereto, and (2) we have not been engaged or undertaken to review the compliance with any federal or state law with regard to the sale or distribution of the Series 2015A Bonds and we express no opinion relating thereto.

The opinions expressed in paragraphs 2 and 3 hereof are qualified to the extent that the enforceability of the Bond Resolution and the Series 2015A Bonds may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

The opinions set forth herein are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the United States of America. The only opinions rendered hereby shall be those expressly stated as such herein, and no opinion shall be implied or inferred as a result of anything contained herein or omitted herefrom.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

We have examined the form of the Series 2015A Bonds and, in our opinion, the form of the Series 2015A Bonds is regular and proper.

Respectfully submitted,

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

by and between

GREATER ORLANDO AVIATION AUTHORITY

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

\$214,450,000

**GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

Dated October 20, 2015

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated October 20, 2015, is executed and delivered by the **GREATER ORLANDO AVIATION AUTHORITY**, an agency of the City of Orlando, Florida (the "Authority") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, a limited liability company duly organized and existing under the laws of the State of Florida, and any successor dissemination agent serving hereunder pursuant to Section 11 hereof (the "Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneously with the execution and delivery of this Disclosure Agreement, the Authority authorized the issuance and delivery of \$214,450,000 in original aggregate principal amount of its Airport Facilities Revenue Bonds, Series 2015A (AMT) of the City of Orlando, Florida (the "Series 2015A Bonds"), pursuant to Chapter 57-1658, Special Laws of Florida 1957 which was subsequently repealed, recodified and amended by Chapter 98-492, Special Laws of Florida 1998, as amended, and pursuant to the Airport Facilities Revenue Bond Resolution, the codified version of which was adopted by the Authority on June 13, 1978, as codified by the Authority on September 17, 2008 as amended, restated and supplemented from time to time, including without limitation as further amended by the Authority on June 24, 2015 (the "Airport Facilities Revenue Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2015A Bonds, adopted by the Authority on September 16, 2015 (the "2015 Supplemental Resolution," and together with the Airport Facilities Revenue Bond Resolution, the "Bond Resolution").

B. The Series 2015A Bonds are being issued for the purpose of providing funds sufficient, together with other available funds of the Authority, to: (a) finance a portion of the costs of the 2015A Project (as defined herein), (b) refinance certain draws on lines of credit, along with accrued interest thereon, (c) pay capitalized interest on the Series 2015A Bonds, and (d) pay certain costs of issuance of the Series 2015A Bonds.

C. The Authority has authorized the preparation and distribution of the Preliminary Official Statement dated September 18, 2015 with respect to the Series 2015A Bonds (the "Preliminary Official Statement") and, on or before the date of the Preliminary Official Statement, the Authority deemed that the Preliminary Official Statement was final within the meaning of the Rule (as defined herein).

D. Upon the initial sale of the Series 2015A Bonds to the Participating Underwriter (as defined herein), the Authority authorized the preparation and distribution of the Official Statement dated October 1, 2015 with respect to the Series 2015A Bonds (the "Official Statement").

E. As a condition precedent to the initial purchase of the Series 2015A Bonds by the Participating Underwriter in accordance with the terms of the Bond Purchase Agreement dated October 1, 2015 by and between the Authority and the Participating Underwriter, and in compliance with the Participating Underwriter's obligations under the Rule, the Authority has agreed to undertake certain disclosure obligations of certain financial information or operating

data on an ongoing basis for so long as the Series 2015A Bonds remain outstanding as set forth herein.

NOW THEREFORE, in consideration of the purchase of the Series 2015A Bonds by the Participating Underwriter and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the Authority and the Dissemination Agent do hereby certify and agree as follows:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

Section 2. Definitions.

(a) For the purposes of this Disclosure Agreement, all capitalized terms used, but not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution and the Official Statement, as applicable.

(b) In addition to the terms defined elsewhere herein, the following terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Annual Filing" means any annual report provided by the Authority, pursuant to and as described in Sections 4 and 6 hereof.

"Annual Filing Date" means the date, set forth in Sections 4(a) and 4(e) hereof, by which the Annual Filing is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (f)(9) of the Rule and specified in Section 6(a) hereof.

"Audited Financial Statements" means the financial statements of the Authority for the prior Fiscal Year, certified by an independent auditor and prepared in accordance with generally accepted accounting principles, as in effect from time to time, and audited by an independent certified public accountant in conformity with generally accepted accounting principles, as modified by applicable State of Florida requirements and the governmental accounting standards promulgated by the Government Accounting Standards Board.

"Beneficial Owner" means any beneficial owner of the Series 2015A Bonds. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the SEC, or, in the event such provisions do not adequately address the situation at hand (in the opinion of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks are authorized or required by law to close.

"Disclosure Representative" means the Chief Financial Officer of the Authority or his or her designee, or such other person as the Authority shall designate in writing to the

Dissemination Agent from time to time as the person responsible for providing Information to the Dissemination Agent.

"Dissemination Agent" means Digital Assurance Certification, L.L.C., acting in its capacity as initial Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Authority pursuant to Section 11 hereof.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB, or any successor thereto.

"Filing" means, as applicable, any Annual Filing, Notice Event Filing, Voluntary Report or any other notice or report made public under this Disclosure Agreement.

"Fiscal Year" means the fiscal year of the Authority, which currently is the twelve-month period beginning October 1 and ending on September 30 of the following year or any such other twelve-month period designated by the Authority, from time to time, to be its fiscal year.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event Filings, and the Voluntary Reports.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Notice Event" means an event listed in Sections 5(a) and 5(b) hereof.

"Notice Event Filing" shall have the meaning specified in Section 5(c) hereof.

"Obligated Person" means the Authority and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2015A Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority confirms that as of the date hereof, it is the only Obligated Person with respect to the Series 2015A Bonds.

"Participating Underwriter" means the original purchaser of the Series 2015A Bonds required to comply with the Rule in connection with the offering of the Series 2015A Bonds.

"Repository" means each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The repositories currently approved by the SEC may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the only Repository recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through its EMMA website at <http://emma.msrb.org>.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Third-Party Beneficiary" shall have the meaning specified in Section 3(b) hereof.

"Unaudited Financial Statements" means the financial statements (if any) of the Authority for the prior Fiscal Year which have not been certified by an independent auditor.

"Voluntary Report" means the information provided to the Dissemination Agent by the Authority pursuant to Section 8 hereof.

Section 3. Scope of this Disclosure Agreement.

(a) The Authority has agreed to enter into this Disclosure Agreement and undertake the disclosure obligations hereunder, at the request of the Participating Underwriter and as a condition precedent to the Participating Underwriter's original purchase of the Series 2015A Bonds, in order to assist the Participating Underwriter with compliance with the Rule. The disclosure obligations of the Authority under this Disclosure Agreement relate solely to the Series 2015A Bonds. Such disclosure obligations are not applicable to any other securities issued or to be issued by the Authority, nor to any other securities issued by or on behalf of the Authority.

(b) Neither this Disclosure Agreement, nor the performance by the Authority or the Dissemination Agent of their respective obligations hereunder, shall create any third-party beneficiary rights, shall be directly enforceable by any third-party, or shall constitute a basis for a claim by any person except as expressly provided herein and except as required by law, including, without limitation, the Rule; provided, however, the Participating Underwriter and each Beneficial Owner are hereby made third-party beneficiaries hereof (collectively, and each respectively, a "Third-Party Beneficiary") and shall have the right to enforce the obligations of the parties hereunder pursuant to Section 9 hereof.

(c) This Disclosure Agreement shall terminate upon: (i) the defeasance, redemption or payment in full of all Series 2015A Bonds, in accordance with the Bond Resolution, as amended, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the Authority to the effect that continuing disclosure is no longer required under the Rule as to the Series 2015A Bonds.

Section 4. Annual Filings.

(a) The Authority shall provide, annually, an electronic copy of the Annual Filing to the Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Filing, the Dissemination Agent shall provide the Annual Filing to the Repository, in an electronic format as prescribed by the MSRB. Not later than the April 30th immediately following the preceding Fiscal Year ended September 30, commencing with the Fiscal Year ending September 30, 2016, shall be the Annual Filing Date. If April 30th falls on a day that is not a Business Day, the Annual Report will be due on the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Filing may be submitted as a single document or as separate documents composing a package, and may cross-reference other information as provided in Section 6 hereof.

(b) If on the second Business Day prior to the Annual Filing Date, the Dissemination Agent has not received a copy of the Annual Filing, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by email) to remind the Authority of its undertaking to provide the Annual Filing pursuant to Section 4(a) hereof. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Filing no later than 6:00 p.m. on the Annual Filing Date (or if such Annual Filing Date is not a Business Day, then the first Business Day thereafter), or (ii) instruct the Dissemination Agent in writing as to the status of the Annual Filing within the time required under this Disclosure Agreement, and state the date by which the Annual Filing for such year is expected to be provided. If the Dissemination Agent has not received either (i) the Annual Filing by 6:00 p.m. on the Annual Filing Date, or (ii) evidence from the Authority that it has delivered the Annual Filing to the Repository by 11:59 p.m. on the Annual Filing Date, the Authority hereby irrevocably directs the Dissemination Agent, and the Dissemination Agent agrees, to immediately send a notice to the Repository the following Business Day in substantially the form attached to this Disclosure Agreement as Exhibit A without reference to the anticipated filing date for the Annual Filing.

(c) If the Audited Financial Statements are not available prior to the Annual Filing Date, the Authority shall provide the Unaudited Financial Statements and when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Dissemination Agent for filing with the Repository.

(d) The Dissemination Agent shall:

(i) upon receipt, and no later than the Annual Filing Date, promptly file each Annual Filing received under Section 4(a) hereof with the Repository in an electronic format as prescribed by the MSRB;

(ii) upon receipt, and no later than the Annual Filing Date, promptly file each Audited Financial Statement or Unaudited Financial Statement received under Section 4(a) hereof with the Repository in an electronic format as prescribed by the MSRB;

(iii) provide the Authority evidence of the filings of each of the above when made, which shall be made by means of the DAC system, for so long as DAC is the Dissemination Agent under this Disclosure Agreement.

(e) The Authority may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Dissemination Agent and the Repository, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(f) Each Annual Filing shall contain the information set forth in Section 6 hereof.

Section 5. Reporting of Notice Events.

(a) In accordance with the Rule, the Authority or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in

a timely manner not in excess of ten (10) Business Days after the occurrence of any of the following Notice Events with respect to the Series 2015A Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) 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 2015A Bonds, or other material events affecting the tax status of the Series 2015A Bonds;
- (vii) Modifications to rights of holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the Series 2015A Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership, or a similar proceeding on the part of an Obligated Person. Such an event is considered to have occurred when there is an appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;
- (xiii) 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; or

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) In accordance with the Rule, the Authority or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner, after the occurrence of a failure of the Authority to provide the Annual Filing on or before the Annual Filing Date.

(c) The Authority shall promptly notify the Dissemination Agent in writing of the occurrence of a Notice Event; provided, however, to the extent any such Notice Event has been previously and properly disclosed on the Repository by or on behalf of the Authority, the Authority shall not be required to provide such additional notice of such Notice Event in accordance with this subsection. Such notice shall instruct the Dissemination Agent to immediately report the occurrence pursuant to Section 5(e) hereof. Such notice shall be accompanied with the text of the disclosure that the Authority desires to make (each a "Notice Event Filing"), the written authorization of the Authority for the Dissemination Agent to disseminate such information, and the date on which the Authority desires for the Dissemination Agent to disseminate the information.

(d) The Dissemination Agent is under no obligation to notify the Authority or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will instruct the Dissemination Agent that: (i) a Notice Event has not occurred and no filing is to be made, or (ii) a Notice Event has occurred and provide the Dissemination Agent with the Notice Event Filing and the date the Dissemination Agent should file the Notice Event Filing.

(e) The Dissemination Agent shall upon receipt, and no later than the required filing date, promptly file each Notice Event Filing received under Section 5(a) and (b) hereof with the Repository in an electronic format as prescribed by the MSRB;

Section 6. Content of Annual Filings. Each Annual Filing shall contain the following:

(a) Updates to the operating data or financial information set forth in the Official Statement:

(i) the table entitled, "Airlines Serving Orlando International Airport" under the heading "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Airlines Serving Orlando International Airport":

(ii) the table entitled, "Historical Airline Market Shares Orlando International Airport Percentage of Total Passengers" under the heading "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Airline Market Shares":

(iii) the table entitled, "Historical Domestic, International and Total Enplaned Passengers Orlando International Airport" under the heading "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Enplaned Passengers at the Airport":

(iv) the table entitled, "Passenger Facility Charges Orlando International Airport" under the heading "INFORMATION CONCERNING REVENUES - Passenger Facility Charges":

(v) the table entitled, "Orlando International Airport Statement of Revenues, Expenses and Changes in Net Position" under the heading "AUTHORITY FINANCIAL INFORMATION - Historical Statement of Revenues and Expenses": and

(vi) the table entitled, "Orlando International Airport Historical Debt Service Coverage Per Airport Facilities Revenue Bond Resolution" under the heading "AUTHORITY FINANCIAL INFORMATION - Historical Debt Service Coverage."

(b) If available at the time of such filing, the Audited Financial Statements for the prior Fiscal Year. If the Audited Financial Statements are not available by the time the Annual Filing is required to be filed pursuant to Section 4(a) hereof, the Annual Filing shall contain Unaudited Financial Statements of the Authority prepared in accordance with generally accepted accounting principles, as in effect from time to time, and the Audited Financial Statements shall be filed in the same manner as the Annual Filing when they become available. The Audited Financial Statements (if any) will be provided pursuant to Section 4(c) hereof.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Authority is an Obligated Person, which have been previously filed with the Repository or the SEC. If the document incorporated by reference is a final official statement, it must be available from the Repository. The Authority will clearly identify each such document so incorporated by reference.

Section 7. Responsibility for Content of Reports and Notices.

(a) The Authority shall be solely responsible for the content of each Filing (or any portion thereof) provided to the Dissemination Agent pursuant to this Disclosure Agreement. The Dissemination Agent shall not be responsible for reviewing or verifying the accuracy or completeness of any such Filings.

(b) Each Filing distributed by the Dissemination Agent pursuant to Section 4 or 5 hereof shall be in a form suitable for distributing publicly and shall contain the CUSIP numbers of the Series 2015A Bonds. Each Notice Event Filing shall be in substantially the form set forth in Exhibit A attached hereto. If an item of information contained in any Filing pursuant to this Disclosure Agreement would be misleading without additional information, the Authority shall include such additional information as a part of such Filing as may be necessary in order that the Filing will not be misleading in light of the circumstances under which it is made.

(c) Any report, notice or other filing to be made public pursuant to this Disclosure Agreement may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof previously filed with the Repository or the SEC; provided that any final official statement incorporated by reference must be available from the Repository.

(d) Notwithstanding any provision herein to the contrary, nothing in this Disclosure Agreement shall be construed to require the Authority or the Dissemination Agent to interpret or provide an opinion concerning information made public pursuant to this Disclosure Agreement.

Section 8. Voluntary Reports.

(a) The Authority may instruct the Dissemination Agent to file information with the Repository, from time to time (a "Voluntary Report").

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the Authority from disseminating any other information through the Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Filing, Annual Financial Statement, Voluntary Report or Notice Event Filing, in addition to that required by this Disclosure Agreement. If the Authority chooses to include any information in any Annual Filing, Annual Financial Statement, Voluntary Report or Notice Event Filing in addition to that which is specifically required by this Disclosure Agreement, the Authority shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Filing, Annual Financial Statement, Voluntary Report or Notice Event Filing.

(c) Notwithstanding the foregoing provisions of this Section 8, the Authority is under no obligation to provide any Voluntary Report.

(d) The Dissemination Agent shall upon receipt promptly file each Voluntary Filing received under Section 8 hereof with the Repository in an electronic format as prescribed by the MSRB.

Section 9. Defaults; Remedies.

(a) A party shall be in default of its obligations hereunder if it fails or refuses to carry out or perform its obligations hereunder for a period of five (5) Business Days following notice of default given in writing to such party by any other party hereto or by any Third-Party Beneficiary hereof, unless such default is cured within such five (5) Business Day notice period. An extension of such five (5) Business Day cure period may be granted for good cause (in the reasonable judgment of the party granting the extension) by written notice from the party who gave the default notice.

(b) If a default occurs and continues beyond the cure period specified above, any nondefaulting party or any Third-Party Beneficiary may seek specific performance of the defaulting party's obligations hereunder as the sole and exclusive remedy available upon any such default; excepting, however, that the party seeking such specific performance may recover from the defaulting party any reasonable attorneys' fees and expenses incurred in the course of

enforcing this Disclosure Agreement as a consequence of such default. Each of the parties hereby acknowledges that monetary damages will not be an adequate remedy at law for any default hereunder, and therefore agrees that the exclusive remedy of specific performance shall be available in proceedings to enforce this Disclosure Agreement.

(c) Notwithstanding any provision of this Disclosure Agreement or the Bond Resolution to the contrary, no default under this Disclosure Agreement shall constitute a default or event of default under the Bond Resolution.

Section 10. Amendment or Modification.

(a) This Disclosure Agreement shall not be amended or modified except as provided in this Section 10. No modification, amendment, alteration or termination of all or any part of this Disclosure Agreement shall be construed to be, or operate as, altering or amending in any way the provisions of the Bond Resolution.

(b) Notwithstanding any other provision of this Disclosure Agreement, the Authority may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if: (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligor on the Series 2015A Bonds, or type of business conducted by such obligor; (ii) such amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2015A Bonds, as determined either by an unqualified opinion of counsel expert in federal securities laws retained by the Authority or by the approving vote of a majority of the Beneficial Owners of the Series 2015A Bonds outstanding at the time of such amendment or waiver; and (iii) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws retained by the Authority, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances.

(c) If any provision of Section 6 hereof is amended or waived, the first Annual Filing containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

(d) If the provisions of this Disclosure Agreement specifying the accounting principles to be followed in preparing the Authority's financial statements are amended or waived, the Annual Filing for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the beneficial owners of the Series 2015A Bonds to enable them to evaluate the ability of the Authority to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The Authority will file a notice of

the change in the accounting principles with the Repository on or before the effective date of any such amendment or waiver.

(e) Notwithstanding the foregoing, the Dissemination Agent shall not be obligated to agree to any amendment expanding its duties or obligations hereunder without its consent thereto.

(f) The Authority shall prepare or cause to be prepared a notice of any such amendment or modification and shall direct the Dissemination Agent to make such notice public in accordance with Section 8 hereof.

Section 11. Agency Relationship.

(a) The Dissemination Agent agrees to perform such duties, but only such duties, as are specifically set forth in this Disclosure Agreement, and no implied duties or obligations of any kind shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Dissemination Agent may conclusively rely, as to the truth, accuracy and completeness of the statements set forth therein, upon all notices, reports, certificates or other materials furnished to the Dissemination Agent pursuant to this Disclosure Agreement, and in the case of notices and reports required to be furnished to the Dissemination Agent pursuant to this Disclosure Agreement, the Dissemination Agent shall have no duty whatsoever to examine the same to determine whether they conform to the requirements of this Disclosure Agreement.

(b) The Dissemination Agent shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Dissemination Agent unless it shall be proven that the Dissemination Agent engaged in negligent conduct or willful misconduct in ascertaining the pertinent facts related thereto.

(c) The Dissemination Agent shall perform its rights and duties under this Disclosure Agreement using the same standard of care as a prudent person would exercise under the circumstances, and the Dissemination Agent shall not be liable for any action taken or failure to act in good faith under this Disclosure Agreement unless it shall be proven that the Dissemination Agent was negligent or engaged in willful misconduct.

(d) The Dissemination Agent may perform any of its duties hereunder by or through attorneys or agents selected by it with reasonable care, and shall be entitled to the advice of counsel concerning all matters arising hereunder, and may in all cases pay such reasonable compensation as it may deem proper to all such attorneys and agents. The Dissemination Agent shall be responsible for the acts or negligence of any such attorneys, agents or counsel.

(e) None of the provisions of this Disclosure Agreement or any notice or other document delivered in connection herewith shall require the Dissemination Agent to advance, expend or risk its own funds or otherwise incur financial liability in the performance of any of the Dissemination Agent's duties or rights under this Disclosure Agreement.

(f) Except as expressly provided herein, the Dissemination Agent shall not be required to monitor the compliance of the Authority with the provisions of this Disclosure

Agreement or to exercise any remedy, institute a suit or take any action of any kind without indemnification satisfactory to the Dissemination Agent.

(g) The Dissemination Agent may resign at any time by giving at least ninety (90) days prior written notice thereof to the Authority. The Dissemination Agent may be removed for good cause at any time by written notice to the Dissemination Agent from the Authority, provided that such removal shall not become effective until a successor dissemination agent has been appointed by the Authority under this Disclosure Agreement.

(h) In the event the Dissemination Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Dissemination Agent for any reason, the Authority shall promptly appoint a successor. Notwithstanding any provision to the contrary in this Disclosure Agreement or elsewhere, the Authority may appoint itself to serve as Dissemination Agent hereunder.

(i) Any company or other legal entity into which the Dissemination Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Dissemination Agent may be a party or any company to whom the Dissemination Agent may sell or transfer all or substantially all of its agency business shall be the successor dissemination agent hereunder without the execution or filing of any paper or the performance of any further act and shall be authorized to perform all rights and duties imposed upon the Dissemination Agent by this Disclosure Agreement, anything herein to the contrary notwithstanding.

Section 12. Miscellaneous.

(a) Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Disclosure Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Disclosure Agreement under applicable law and any resolutions, ordinances, or other actions of such party now in effect, (iii) that the execution and delivery of this Disclosure Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party or its property or assets is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Disclosure Agreement, or its due authorization, execution and delivery of this Disclosure Agreement, or otherwise contesting or questioning the issuance of the Series 2015A Bonds.

(b) This Disclosure Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and applicable federal law.

(c) If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(d) This Disclosure Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 13. Identifying Information. All documents provided to the Repository pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 14. Severability. In case any part of this Disclosure Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remainder or any other section of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application of this Disclosure Agreement affect any legal and valid application.

[SIGNATURE PAGES TO FOLLOW]

**SIGNATURE PAGE TO
CONTINUING DISCLOSURE AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

IN WITNESS WHEREOF, the Authority and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

(SEAL)

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Frank Kruppenbacher, Chairman

ATTEST:

By: _____
Assistant Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
CONTINUING DISCLOSURE AGREEMENT
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

IN WITNESS WHEREOF, the Authority and the Dissemination Agent have each caused their duly authorized officers to execute this Continuing Disclosure Agreement to be effective as of the day and year so specified hereinabove.

**DIGITAL ASSURANCE CERTIFICATION,
L.L.C., as Dissemination Agent**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

**NOTICE TO REPOSITORY OF THE OCCURRENCE OF
[INSERT THE NOTICE EVENT]**

Relating to

**\$214,450,000
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2015A (AMT)
OF THE CITY OF ORLANDO, FLORIDA**

**Originally Issued on October 20, 2015
CUSIP NUMBERS**

392274F92
392274G26
392274G34
392274G42
392274G59
392274G67
392274G75
392274G83
392274G91
392274H25
392274H33
392274H41
392274H58
392274H66
392274H74
392274H82
392274H90
392274J23
392274J31
392274J49
392274J56
392274J72
392274J64

Notice is hereby given by the Greater Orlando Aviation Authority (the "Authority"), as obligated person with respect to the above-referenced Series 2015A Bonds issued by the Authority, under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**]**.

This Notice is based on the best information available to the Authority at the time of dissemination hereof and is not guaranteed by the Authority as to the accuracy or completeness of such information. The Authority will disseminate additional information concerning **[**NOTICE EVENT**]**, as and when such information becomes available to the Authority, to the extent that the dissemination of such information would be consistent with the requirements of Rule 15c2-12 and the Authority's obligation under that certain Continuing Disclosure Agreement dated October 20, 2015. **[**Any questions regarding this notice should be directed in writing only to the Authority. However, the Authority will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the Authority in the same manner and to the same recipients as this Notice**].**

DISCLAIMER: All information contained in this Notice has been obtained by the Authority from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the Authority have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated: _____

**GREATER ORLANDO AVIATION
AUTHORITY**

By: _____
Name: _____
Title: _____

APPENDIX H

FORM OF BONDHOLDER CONSENT TO CONSENT AMENDMENTS

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APPENDIX H

AUTHORITY REQUEST FOR WRITTEN CONSENT TO PROPOSED AMENDMENTS

GREATER ORLANDO AVIATION AUTHORITY

\$ _____ Airport Facilities Revenue Bonds, Series 2015A (AMT)

Anticipated Sale Date: _____, 2015

Anticipated Delivery Date: _____, 2015

TO: Prospective purchaser of the above bonds (the "Series 2015A Bonds")

The Greater Orlando Aviation Authority (the "Authority") understands that you have indicated your intention to purchase Series 2015A Bonds of certain maturities and amounts. In that regard, the Authority is hereby advising you that the sale of the Series 2015A Bonds by the Authority to the underwriters named in the Preliminary Official Statement prepared by the Authority in connection with the offering of the Series 2015A Bonds (the "POS") and the subsequent sale of the Series 2015A Bonds by such underwriters to you is conditioned upon receipt of your written consent to the proposed amendments to the Airport Facilities Revenue Bond Resolution (as defined in the POS) described in the POS (the "Consent Amendments"). The text of the Consent Amendments is incorporated in a blacklined version of an Amended and Restated Bond Resolution which is attached as Appendix C to the POS. A general description of the Consent Amendments is provided under the caption "SUMMARY OF CERTAIN AMENDMENTS TO THE AIRPORT FACILITIES REVENUE BOND RESOLUTION - Summary of Consent Amendments".

In order to become effective, the Consent Amendments require, among other things, the written consent of the Holders of not less than a majority of the Bonds then Outstanding. Accordingly, the Authority is requesting that you evidence your consent to the Consent Amendments by executing the acknowledgment set forth below. The underwriters have not been requested to provide, nor will they provide, consent to any Consent Amendment on behalf of any Series 2015A Bond purchaser. The Authority currently anticipates the Consent Amendments becoming effective sometime in fiscal year 2018; however such effective date may be sooner or later than such fiscal year, or may never occur.

By signing in the space provided below:

- (1) you acknowledge you have read and understand the foregoing;
- (2) you hereby provide your express and irrevocable written consent to the Consent Amendments and you approve adoption of the Amended and Restated Bond Resolution as provided in Appendix C to the POS, such consent and approval to be effective immediately

upon, and simultaneously with, the delivery of Series 2015A Bonds to your custodial account with your DTC Participant;

(3) you hereby waive any publication and mailing of notice of the Consent Amendments pursuant to the provisions of the Bond Resolution;

(4) you irrevocably waive any right under the Bond Resolution to revoke the consent provided hereby and any publication under the Bond Resolution that the Consent Amendments have received the necessary Bondholder consent; and

(5) You acknowledge that the aforementioned consents and waivers shall be on behalf of you and all successors in interest in the Series 2015A Bond(s) purchased by you.

If you are in agreement with the foregoing, please so indicate by signing and dating in the spaces provided below, and returning this letter to J.P. Morgan's Syndicate Desk via Fax (917-463-0871) or Email (annie.n.marinaro@jpmorgan.com).

Very truly yours,

Greater Orlando Aviation Authority

ACKNOWLEDGED AND AGREED:

Print name of Purchaser or Managing Firm (having authority to consent on behalf of the Purchaser):

Name(s) of funds which the Managing Firm is authorized to provide consent for:

Purchaser or Authorized Employee of Managing Firm:

_____(Print Name)

_____(Sign Name)

Date: _____, 2015

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