DAC Bond

NEW ISSUE - BOOK-ENTRY ONLY

RATINGS:
See "RATINGS" herein

In the opinion of Bryant Miller Olive P.A. and Marcelo Llorente, P.A., Co-Bond Counsel, assuming compliance by the Authority with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes of the holders thereof, except interest on any Series 2024 Bond for any period during which the Series 2024 Bonds are held by a person who is a "substantial user" of the facilities financed with the proceeds of the Series 2024 Bonds or a "related person," as those terms are used in Section 147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series 2024 Bonds is treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code. See "TAX MATTERS" herein for a description of certain other tax consequences to holders of the Series 2024 Bonds.

Greater Orlando Aviation Authority

$139,705,000
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS, SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

$632,710,000
GREATER ORLANDO AVIATION AUTHORITY
PRIORITY SUBORDINATED AIRPORT FACILITIES REVENUE BONDS, SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

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

The $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Senior Bonds"), and $632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Subordinated Bonds" and together with the Series 2024 Senior Bonds, the "Series 2024 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. The Series 2024 Senior Bonds are being issued as Additional Bonds under and pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida, adopted by the governing board of the Authority, on September 16, 2015, and having an effective date of May 1, 2017, as may be further restated, supplemented and amended from time to time (the "Amended and Restated Senior Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2024 Bonds, adopted by the Authority on October 16, 2024 (the "2024 Supplemental Senior Resolution," and together with the Amended and Restated Senior Bond Resolution, the "Senior Bond Resolution"). The Series 2024 Subordinated Bonds are being issued as an additional series of Priority Subordinated Indebtedness under and pursuant to the Amended and Restated Senior Bond Resolution and the Amended and Restated Master Subordinated Indenture of Trust dated as of July 1, 2016 (the "Master Subordinated Indenture"), as previously supplemented and amended and as supplemented by that certain Third Supplemental Subordinated Indenture of Trust to be dated as of December 1, 2024 (the "Third Supplemental Subordinated Indenture" and, together with the Master Subordinated Indenture, the "Subordinated Indenture"), each by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Subordinated Trustee").

The Series 2024 Senior Bonds are being issued for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project; (b) refinance certain draws made on certain of the Existing Lines of Credit, the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the Composite Reserve Subaccount of the Debt Service Reserve Account to bring the balance therein equal to the Composite Reserve Requirement; and (d) pay certain costs of issuance of the Series 2024 Senior Bonds. See "PLAN OF FINANCE - 2024 Project," "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS" and "CAPITAL IMPROVEMENT PROGRAM" herein.

The Series 2024 Subordinated Bonds are being issued for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project; (b) refinance certain draws made on certain of the Existing Lines of Credit, the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the Pooled Subordinated Reserve Account to bring the balance therein equal to the Pooled Subordinated Reserve Account Requirement; (d) pay capitalized interest on a portion of the Series 2024 Subordinated Bonds; and (e) pay certain costs of issuance of the Series 2024 Subordinated Bonds. See "PLAN OF FINANCE - 2024 Project," "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS" and "CAPITAL IMPROVEMENT PROGRAM" herein.

The Series 2024 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 2024 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 2024 Bonds will accrue from their dated date and will be payable on April 1 and October 1 of each year commencing on April 1, 2025. Purchasers of beneficial interests in the Series 2024 Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2024 Bonds will be affected through the DTC book-entry system as described herein. The Series 2024 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 premium, if any, with respect to the Series 2024 Senior Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., East Syracuse, New York, as paying agent and trustee for the Series 2024 Senior Bonds and with respect to the Series 2024 Subordinated Bonds will be payable by U.S. Bank Trust Company, National Association, Orlando, Florida, as paying agent and trustee from the Series 2024 Subordinated Bonds to Cede & Co., as nominee of DTC. See "BOOK-ENTRY ONLY SYSTEM" herein.

Certain of the Series 2024 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 SENIOR BONDS - Redemption Provisions" and "DESCRIPTION OF THE SERIES 2024 SUBORDINATED BONDS - Redemption Provisions" herein.

The Series 2024 Senior Bonds are limited obligations, payable solely from and secured by a pledge of the Pledged Funds, including certain 2024 Available PFC Revenues, in the manner and to the extent provided in the Senior Bond Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" herein and "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" herein. The lien upon the Pledged Funds in favor of the Series 2024 Senior Bonds is on a parity as to payment with the Outstanding Senior Bonds and any Additional Bonds and Refunding Bonds hereafter issued under the Senior Bond Resolution and senior to the pledge of and lien thereon in favor of the Outstanding Priority Subordinated Indebtedness, the Outstanding Secondary Subordinated Indebtedness, and any additional Priority Subordinated Indebtedness, Secondary Subordinated Indebtedness or other subordinated indebtedness hereafter issued under the Master Subordinated Indenture.

Pursuant to the Master Subordinated Indenture, Priority Subordinated Indebtedness, including the Outstanding Priority Subordinated Indebtedness, and the Series 2024 Subordinated Bonds, and the interest and premium, if any, thereon are payable solely from and secured by a pledge of, and lien on the Pledged Subordinated Revenues.

The Series 2024 Subordinated Bonds: (a) constitute "Subordinated Indebtedness" as defined in and authorized under the Amended and Restated Senior Bond Resolution, (b) are subordinate to the Airport Facilities Revenue Bonds (including the Series 2024 Senior Bonds) as to the pledge of, lien on and source of payment from Revenues, and (c) are on parity with the Outstanding Priority Subordinated Indebtedness as to the pledge of, lien on and source of payment from Pledged Subordinated Revenues. See "LIEN STATUS OF THE BONDS" herein.

The Series 2024 Subordinated Bonds are additionally secured by the Pooled Subordinated Reserved Account. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS" herein and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto.

THE SERIES 2024 BONDS WILL 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 2024 BONDS AND THE OBLIGATIONS EVIDENCED THEREBY WILL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, WITH RESPECT TO THE SERIES 2024 SENIOR BONDS EXCEPT THE PLEDGED FUNDS TO THE EXTENT PROVIDED IN THE SENIOR BOND RESOLUTION AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. 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 PRINCIPAL OF THE SERIES 2024 BONDS OR ANY PREMIUM OR INTEREST THEREON AND NO REGISTERED OWNER OF A SERIES 2024 BOND WILL 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 THE PRINCIPAL OF ANY SERIES 2024 BOND OR ANY PREMIUM OR INTEREST THEREON, AND THE CITY AND THE AUTHORITY ARE NOT AND WILL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2024 BONDS, EXCEPT WITH RESPECT TO THE SERIES 2024 SENIOR BONDS FROM THE PLEDGED FUNDS, IN THE MANNER PROVIDED IN THE SENIOR BOND RESOLUTION, AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS, THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. THE AUTHORITY HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is not a summary of the Series 2024 Bonds. Investors should read this entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used on this cover page and not otherwise defined have the meanings set forth herein.

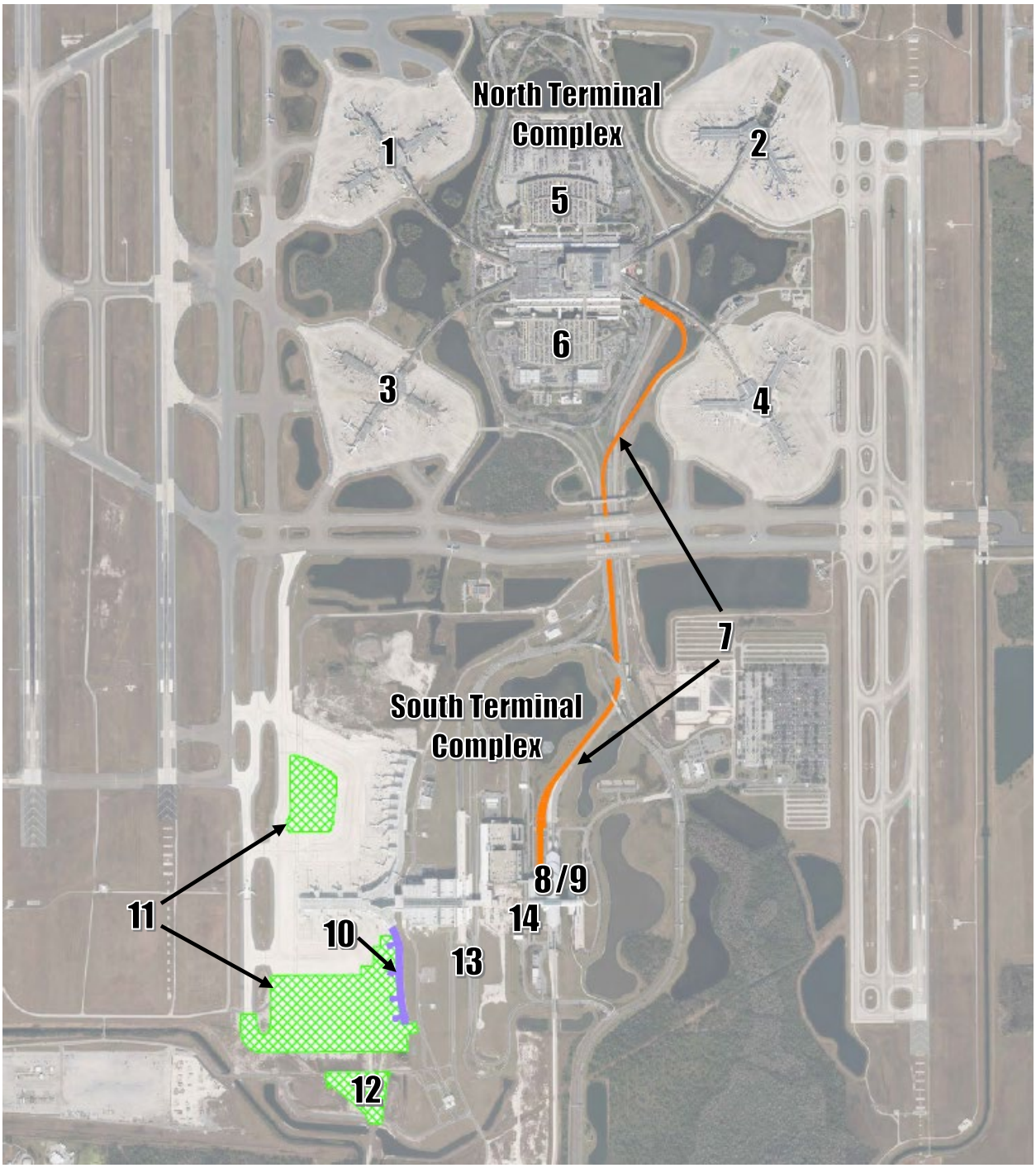
The Series 2024 Bonds are offered when, as and if issued by the Authority and received by the Underwriters, and subject to the approval of legality by Bryant Miller Olive P.A., Orlando, Florida and Marcelo Llorente, P.A., Miami, Florida, as Co-Bond Counsel. Certain legal matters will be passed on for the Authority by Nelson Mullins Riley & Scarborough LLP, Orlando, Florida, as Issuer's Counsel to the Authority. Squire Patton Boggs (US) LLP, Tampa, Florida and Endow Law P.A., Orlando, Florida, have served as Co-Disclosure Counsel. Certain legal matters in connection with the Series 2024 Bonds will be passed upon for the Underwriters by their counsel Kutak Rock LLP. PFM Financial Advisors LLC, Orlando, Florida, and Acacia Financial Group, Mount Laurel, New Jersey, are Municipal Advisors to the Authority. It is expected that the Series 2024 Bonds in definitive form will be available for delivery through DTC on or about December 19, 2024.

J.P. Morgan
Wells Fargo Securities
AmeriVet Securities, Inc.
Estrada Hinojosa & Company, Inc.
Ramirez & Co., Inc.

Barclays
Jefferies
RBC Capital Markets

BofA Securities
Raymond James
Blaylock Van
Loop Capital Markets
Siebert Williams Shank & Co., LLC

Dated: December 5, 2024



1 - Airside 1
2 - Airside 2
3 - Airside 3
4 - Airside 4
5 - Terminal A
6 - Terminal B
7 - Terminal Link
8 - South Terminal Train Link Station
9 - South Terminal Train Station
10 - Terminal C Restart Gates
11 - Terminal C Ramp/RON
12 - Terminal C GSE
13 - Proposed ConRAC Site
14 – Pedestrian Bridge

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

$139,705,000
GREATER ORLANDO AVIATION AUTHORITY
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

$103,990,000 Series 2024 Senior Serial Bonds

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.†
2025	$2,315,000	5.00%	3.36%	101.252	392275DR1
2026	3,065,000	5.00	3.25	103.003	392275DS9
2027	3,220,000	5.00	3.25	104.616	392275DT7
2028	3,380,000	5.00	3.32	105.921	392275DU4
2029	3,550,000	5.00	3.34	107.277	392275DV2
2030	3,730,000	5.00	3.37	108.495	392275DW0
2031	3,915,000	5.00	3.41	109.551	392275DX8
2032	4,110,000	5.00	3.44	110.568	392275DY6
2033	4,315,000	5.00	3.50	111.253	392275DZ3
2034	4,530,000	5.00	3.55	111.891	392275EA7
2035	4,760,000	5.00	3.61*	111.366	392275EB5
2036	4,995,000	5.00	3.67*	110.843	392275EC3
2037	5,245,000	5.00	3.70*	110.584	392275ED1
2038	5,510,000	5.00	3.72*	110.411	392275EE9
2039	5,785,000	5.00	3.74*	110.238	392275EF6
2040	6,075,000	5.25	3.74*	112.270	392275EG4
2041	6,390,000	5.25	3.82*	111.576	392275EH2
2042	6,725,000	5.25	3.90*	110.886	392275EJ8
2043	7,080,000	5.25	3.95*	110.458	392275EK5
2044	7,450,000	5.25	3.99*	110.117	392275EL3
2045	7,845,000	5.25	4.03*	109.777	392275EM1

$35,715,000 – 5.25% Series 2024 Senior Term Bonds due October 1, 2049, Yield 4.09%*, Price 109.269, Initial CUSIP No.† 392275EN9

* Calculated to first optional redemption date of October 1, 2034.

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$632,710,000
GREATER ORLANDO AVIATION AUTHORITY
PRIORITY SUBORDINATED
AIRPORT FACILITIES REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

$402,240,000 Series 2024 Subordinated Serial Bonds

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	Initial CUSIP No.†
2027	$13,135,000	5.00%	3.27%	104.561	392275EP4
2028	13,790,000	5.00	3.34	105.848	392275EQ2
2029	14,480,000	5.00	3.37	107.140	392275ER0
2030	15,210,000	5.00	3.40	108.331	392275ES8
2031	15,965,000	5.00	3.43	109.424	392275ET6
2032	16,770,000	5.00	3.46	110.424	392275EU3
2033	17,610,000	5.00	3.52	111.093	392275EV1
2034	18,485,000	5.00	3.57	111.715	392275EW9
2035	19,405,000	5.00	3.63*	111.191	392275EX7
2036	20,380,000	5.00	3.68*	110.757	392275EY5
2037	21,400,000	5.00	3.71*	110.497	392275EZ2
2038	22,470,000	5.00	3.75*	110.152	392275FA6
2039	23,595,000	5.00	3.77*	109.980	392275FB4
2040	24,765,000	5.25	3.77*	112.009	392275FC2
2041	26,070,000	5.25	3.85*	111.317	392275FD0
2042	27,440,000	5.25	3.95*	110.458	392275FE8
2043	28,880,000	5.25	4.00*	110.032	392275FF5
2044	30,395,000	5.25	4.02*	109.862	392275FG3
2045	31,995,000	5.25	4.06*	109.523	392275FH1

$106,415,000 –5.25% Series 2024 Subordinated Term Bonds due October 1, 2048, Yield 4.13%*, Price 108.932, Initial CUSIP No.† 392275FJ7

$124,055,000 – 5.25% Series 2024 Subordinated Term Bonds due October 1, 2051, Yield 4.17%*, Price 108.597, Initial CUSIP No.† 392275FK4

* Calculated to first optional redemption date of October 1, 2034.

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Joe Nunziata, Treasurer
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Stephanie Kopelousos, Member

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Acacia Financial Group
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LeighFisher
San Francisco, California

Independent Auditors
MSL, CPA & Advisors
Orlando, Florida

* On September 18, 2024, Kevin J. Thibault, Chief Executive Officer of the Authority, announced plans to resign effective January 31, 2025. At the Authority's October 16, 2024 Board meeting, the Authority's Board began discussions regarding the process for determining Mr. Thibault's successor. It is anticipated that Mr. Thibault will remain as Chief Executive Officer of the Authority until his successor is named. The Authority's Board anticipates completing its search for Mr. Thibault's successor by April 2025. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM – Authority Governing Board and Management" herein.

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 2024 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 2024 BONDS AND THERE WILL BE NO SALE OF THE SERIES 2024 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 WILL, 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 2024 BONDS. STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT WHICH INVOLVE ESTIMATES, PROJECTIONS 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.

THE ORDER AND PLACEMENT OF INFORMATION IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT AN INDICATION OF RELEVANCE, MATERIALITY OR RELATIVE IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE READ IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE ONLY AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTION IN THIS OFFICIAL STATEMENT.

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 2024 BONDS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE FORM THEREOF INCLUDED IN THE AFORESAID DOCUMENTS AND AGREEMENTS.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS EITHER THE SENIOR BOND RESOLUTION OR THE SUBORDINATED INDENTURE 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 2024 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2024 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 2024 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 IN EITHER BOUND OR PRINTED FORMAT ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.MUNIOS.COM AND WWW.EMMA.MSRB.ORG ("EMMA"). THIS OFFICIAL STATEMENT MAY BE RELIED ON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT, OR IF IT IS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE AUTHORITY'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE AUTHORITY, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15C2-12 PROMULGATED BY THE SECURITIES AND EXCHANGE COMMISSION.

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OFFICIAL STATEMENT

relating to

$139,705,000
GREATER ORLANDO
AVIATION AUTHORITY AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE
CITY OF ORLANDO, FLORIDA

$632,710,000
GREATER ORLANDO
AVIATION AUTHORITY
PRIORITY SUBORDINATED
AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE
CITY OF ORLANDO, FLORIDA

INTRODUCTION

General

The purpose of this Official Statement, which includes the cover page, the inside cover pages and appendices attached hereto, is to set forth information concerning the Greater Orlando Aviation Authority (the "Authority"), the Airport System (as defined in the hereinafter defined Amended and Restated Senior Bond Resolution), the City of Orlando, Florida (the "City"), and certain other information in connection with the sale of the $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Senior Bonds") and the $632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Subordinated Bonds" and together with the Series 2024 Senior Bonds, the "Series 2024 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 2024 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 2024 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 2024 Senior Bonds are being issued by the Authority as Additional Bonds under and pursuant to various provisions of law, and pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida, adopted by the governing board of the Authority, on September 16, 2015, and having an effective date of May 1, 2017, as may be further restated, supplemented and amended from time to time (the "Amended and Restated Senior Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2024 Senior Bonds, adopted by the Authority on October 16, 2024 (the "2024 Supplemental Senior Resolution," and together with the Amended and Restated Senior Bond Resolution, the "Senior Bond Resolution"). Bonds, including the Series 2024 Senior Bonds, the Outstanding Senior Bonds and any Additional Bonds and Refunding Bonds hereafter issued pursuant to the Amended and Restated Senior Bond Resolution are herein referred to as "Senior Bonds" or "Airport Facilities Revenue Bonds." See "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto.

The Series 2024 Subordinated Bonds are being issued as an additional series of Priority Subordinated Indebtedness under and pursuant to the Amended and Restated Senior Bond Resolution and the Amended and Restated Master Subordinated Indenture of Trust dated as of July 1, 2016 (the "Master Subordinated Indenture"), as

supplemented and amended by that certain Third Supplemental Subordinated Indenture of Trust to be dated as of December 1, 2024 (the "Third Supplemental Subordinated Indenture" and, together with the Master Subordinated Indenture, the "Subordinated Indenture"), each by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Subordinated Trustee"). Bonds, including the Series 2024 Subordinated Bonds, issued pursuant to the Master Subordinated Indenture are herein referred to as "Subordinated Bonds" and, together with Senior Bonds are herein referred to collectively as "Bonds."

Unless otherwise defined herein, capitalized terms used in this Official Statement will have the meanings set forth in the Senior Bond Resolution and the Subordinated Indenture. See "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto.

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, re-codified and amended by Chapter 98-492, Special Laws of Florida 1998, as amended (the "Act"). Orlando International Airport (the "Airport" or "MCO") is owned by the City. Pursuant to an Amended and Restated Operation and Use Agreement dated August 31, 2015, and effective as of October 1, 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 (as defined in the Amended and Restated Senior Bond Resolution) for the accommodation of air commerce and transportation. The Authority also operates the Orlando Executive Airport ("ORL") as a general aviation airport. ORL does not constitute a part of the Airport System and revenues derived from the operation of ORL are not pledged to payment of the bonds outstanding under either the Amended and Restated Senior Bond Resolution or the Master Subordinated Indenture, including the Series 2024 Bonds, or the interest or the premium, if any, thereon. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM" herein and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" 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 (the "County"). 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 2024 Bonds

The Series 2024 Senior Bonds are being issued for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project (as defined herein); (b) refinance certain draws made on certain of the Existing Lines of Credit (as defined herein), the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the Composite Reserve Subaccount of the Debt Service Reserve Account to bring the balance therein equal to the Composite Reserve Requirement; and (d) pay certain costs of issuance of the Series 2024 Senior Bonds. See "PLAN OF FINANCE - 2024 Project," "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS" and "CAPITAL IMPROVEMENT PROGRAM" herein.

The Series 2024 Subordinated Bonds are being issued for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project; (b) refinance certain draws made on certain of the Existing Lines of Credit, the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the Pooled Subordinated Reserve Account to bring the balance therein equal to the Pooled Subordinated Reserve Account Requirement; (d) pay capitalized interest on a portion of the Series 2024 Subordinated Bonds; and (e) pay certain costs of issuance of the Series 2024 Subordinated Bonds. See "PLAN OF FINANCE - 2024 Project," "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS" and "CAPITAL IMPROVEMENT PROGRAM" herein.

Description of the Series 2024 Bonds

The Series 2024 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 2024 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 2024 Bonds will accrue from their dated date and will be payable on April 1 and October 1 of each year commencing on April 1, 2025. Purchasers of beneficial interests in the Series 2024 Bonds will not receive physical delivery of certificates. Transfers of beneficial interests in the Series 2024 Bonds will be affected through the DTC book-entry system as described herein. The Series 2024 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 premium, if any, with respect to the Series 2024 Senior Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., East Syracuse, New York, as paying agent and trustee for the Series 2024 Senior Bonds and with respect to the Series 2024 Subordinated Bonds will be payable by U.S. Bank Trust Company, National Association, Orlando, Florida, as paying agent and trustee from the Series 2024 Subordinated Bonds to Cede & Co., as nominee of DTC. See "BOOK-ENTRY ONLY SYSTEM" herein.

Certain of the Series 2024 Bonds may be subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 SENIOR BONDS - Redemption Provisions" and "DESCRIPTION OF THE SERIES 2024 SUBORDINATED BONDS - Redemption Provisions" herein.

Security and Sources of Payment for the Bonds

The Series 2024 Senior Bonds are limited obligations, payable solely from and secured by a pledge of the Pledged Funds (as defined in the Amended and Restated Senior Bond Resolution), in the manner and to the extent provided in the Senior Bond Resolution. All of the 2024 Project being funded with proceeds of the Series 2024 Senior Bonds constitutes Passenger Facility Charge ("PFC") eligible projects for which the Authority is authorized to collect and use PFCs. Consequently, certain PFC Revenues will be designated as 2024 Available PFC Revenues (as defined herein) for payment of debt service on the Series 2024 Senior Bonds under the Senior Bond Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" herein and "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" herein. The Authority determined in the 2024 Supplemental Senior Resolution that an amount of PFCs as provided in a certificate of the Chief Financial Officer of the Authority (the "2024 PFC Certificate") will be Available PFC Revenues (the "2024 Available PFC Revenues"). For purposes of the Series 2024 Senior Bonds, the Pledged Funds consist primarily of Revenues (as defined in the Amended and Restated Senior Bond Resolution) and 2024 Available PFC Revenues. The lien upon the Pledged Funds in favor of the Series 2024 Senior Bonds is on a parity as to payment with the Outstanding Senior Bonds (as defined herein) and any Additional Bonds and Refunding Bonds hereafter issued under the Amended and Restated Senior Bond Resolution and senior to the pledge of and lien thereon in favor of the Outstanding Subordinated Indebtedness (as defined herein) and any Priority Subordinated Indebtedness, Secondary Subordinated Indebtedness or other subordinated indebtedness hereafter issued under the Master Subordinated Indenture (as defined herein). The Series 2024 Senior Bonds are additionally secured by the Composite Reserve Account, as further described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS" herein and "APPENDIX B – AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto. Pursuant to the Master Subordinated Indenture, Priority Subordinated Indebtedness, including the Outstanding Priority Subordinated Indebtedness, and the Series 2024 Subordinated Bonds, and the interest and premium, if any, thereon are payable solely from and secured by a pledge of, and lien on the Pledged Subordinated Revenues (as defined in the Master Subordinated Indenture). The Series 2024 Subordinated Bonds are additionally secured by the Pooled Subordinated Reserve Account, as further described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS" herein and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto.

THE SERIES 2024 BONDS WILL 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 2024 BONDS AND THE OBLIGATIONS EVIDENCED THEREBY WILL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, WITH RESPECT TO THE SERIES 2024 SENIOR

BONDS EXCEPT THE PLEDGED FUNDS TO THE EXTENT PROVIDED IN THE SENIOR BOND RESOLUTION AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. 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 PRINCIPAL OF THE SERIES 2024 BONDS OR ANY PREMIUM OR INTEREST THEREON AND NO REGISTERED OWNER OF A SERIES 2024 BOND WILL 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 THE PRINCIPAL OF ANY SERIES 2024 BOND OR ANY PREMIUM OR INTEREST THEREON, AND THE CITY AND THE AUTHORITY ARE NOT AND WILL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE SERIES 2024 BONDS, EXCEPT WITH RESPECT TO THE SERIES 2024 SENIOR BONDS FROM THE PLEDGED FUNDS, IN THE MANNER PROVIDED IN THE SENIOR BOND RESOLUTION, AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. THE AUTHORITY HAS NO TAXING POWER.

The Authority has previously issued various series of Senior Bonds pursuant to the Senior Bond Resolution, $1.600 billion aggregate principal amount of which were outstanding as of October 31, 2024 (the "Outstanding Senior Bonds"). See "AUTHORITY INDEBTEDNESS - Outstanding Senior Bonds" herein. The Series 2024 Senior Bonds are being issued as Additional Bonds pursuant to the Amended and Restated Senior Bond Resolution and will be secured on a parity with the Outstanding Senior Bonds as to the pledge of, lien on and source of payment from the Pledged Funds and senior to the pledge of and lien thereon in favor of the Outstanding Subordinated Indebtedness and any Priority Subordinated Indebtedness, Secondary Subordinated Indebtedness or other subordinated indebtedness hereafter issued under the Master Subordinated Indenture. Subject to certain conditions as set forth in the Senior Bond Resolution, Additional Bonds and Refunding Bonds may be issued under the Amended and Restated Senior Bond Resolution on a parity with the Outstanding Senior Bonds and the Series 2024 Senior Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS" herein.

The Authority has previously issued and has outstanding under the Master Subordinated Indenture: (a) $857.5 million in aggregate principal amount of Outstanding Subordinated Bonds (as defined herein) as of October 31, 2024; and (b) an aggregate of approximately $94.65 million under the Existing Lines of Credit as of November 27, 2024, of which $59.34 million is expected to be refinanced with the proceeds of the Series 2024 Bonds. See "AUTHORITY INDEBTEDNESS – Outstanding Subordinated Indebtedness herein. The Outstanding Subordinated Bonds are hereinafter referred to as the "Outstanding Priority Subordinated Indebtedness." The Outstanding Priority Subordinated Indebtedness is junior to the Senior Bonds as to the pledge of, lien on, and sources of payment from, the Pledged Funds. Currently, the Existing Lines of Credit are the Authority's only Secondary Subordinated Indebtedness (as defined in the Master Subordinated Indenture) outstanding under the Master Subordinated Indenture. The Secondary Subordinated Indebtedness is junior as to the pledge of, lien on, and sources of payment from, the Pledged Subordinated Revenues (as defined in the Master Subordinated Indenture), to the Outstanding Priority Subordinated Indebtedness and any Priority Subordinated Indebtedness (as defined in the Master Subordinated Indenture) issued under the Master Subordinated Indenture in the future. See "AUTHORITY INDEBTEDNESS - Outstanding Subordinated Indebtedness" herein for more information about the Authority's Outstanding Subordinated Indebtedness and the ability to issue additional Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness in the future.

The Authority has a financial obligation arising from the Global Agreement (as defined herein) with the Orlando Utilities Commission relating to the development and operation of the Backup Generation Facility and Central Energy Plant, which obligation is both unsecured and subordinate to all other obligations. Payments under the Global Agreement became effective upon the Turnover Date (as such term is defined in the Global Agreement) which occurred in Fiscal Year 2023 (collectively, the "OUC Obligation"). The principal amount outstanding under the OUC Obligation is $52.12 million as of October 31, 2024. See "AUTHORITY INDEBTEDNESS –OUC Global Agreement" herein for more information about the Authority's obligations under the Global Agreement.

Capital Improvement Program

On June 16, 2024, the Authority adopted its "2024 – 2029 Capital Improvement Program." The 2024 - 2029 Capital Improvement Program consists of: (a) capacity enhancements, renovations, and expansion for the North Terminal; (b) improvements to the baggage handling system; (c) additional projects for Terminal C and early work and enabling projects for Terminal C Phase 2; (d) airfield rehabilitation projects; and (e) ground transportation projects involving a rental car expansion program that may include a consolidated rental car facility ("ConRAC"), subject to certain factors discussed herein; and (f) other projects to maintain and enhance the Airport facilities. The Authority expects to fund the 2024 – 2029 Capital Improvement Program through a combination of the proceeds of certain prior Bonds, the Series 2024 Senior Bonds and the Series 2024 Subordinated Bonds, the 2026 Bonds (as defined herein), federal grants, Florida Department of Transportation ("FDOT") participation grants, PFC Revenues, CFCs (as defined herein), a potential TIFIA loan or Railroad Rehabilitation and Improvement Financing ("RRIF") loan supported by CFC revenues, third party sources (including public-private partnerships), other debt, which may include third party financing, lines of credit and other available funds of the Authority. See "CAPITAL IMPROVEMENT PROGRAM" and "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS - Capacity of the Airport; Cost and Schedule of the 2024 - 2029 Capital Improvement Program" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

Rate Resolution and Revenue Sharing Agreement

On September 18, 2024, the Authority adopted a Third Amended and Restated Resolution relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the Use of Facilities and Services at the Orlando International Airport (the "Rate Resolution"), which became effective October 1, 2024 and which applies to all airlines operating scheduled or non-scheduled commercial transportation by air of persons, property, mail, parcels and/or cargo and/or making use of the Airfield or Terminal (as such terms are defined in the Rate Resolution) at the Airport (the "Airlines"), whether or not any such Airline specifically agrees in writing to its terms. The Rate Resolution provides for the payment of fees and charges by the Airlines as more fully described herein. The Rate Resolution has no expiration date and may be amended at any time by the Authority as it deems necessary or appropriate. On September 18, 2024 the Authority approved the current form of Rate and Revenue Sharing Agreement (the "Revenue Sharing Agreement") for Fiscal Years 2025 through 2026. Seventeen Airlines have executed and delivered to the Authority the Revenue Sharing Agreement 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 – Revenue Sharing Agreement" herein for a list of the Airlines. All passenger Airlines that have executed and are parties to an effective Revenue Sharing Agreement for the applicable Fiscal Year are referred to as "Participating Airlines." Airlines that are not parties to an effective Revenue Sharing Agreement do not share Authority revenues but are still subject to the provisions of the Rate Resolution and are referred to as "Non-Participating Airlines." The Rate Resolution is effective whether or not the Revenue Sharing Agreement is signed by any Airline. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" herein for more information regarding the Rate Resolution and its impact on Revenues. A copy of the Rate Resolution and the form of the Revenue Sharing Agreement are attached hereto collectively as APPENDIX D.

Continuing Disclosure

In order to assist the Underwriters (as defined herein) in complying with paragraph (b)(5) of Rule 15c2-12 of the U.S. 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 2024 Bonds, the Authority will enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Digital Assurance Certification, L.L.C. ("DAC"), as initial dissemination agent. 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 2024 Bonds, the Authority has commissioned LeighFisher (the "Airport Consultant") to prepare the Report of the Airport Consultant dated November 19, 2024, as amended on November 25, 2024 to restate Figure 18 (the "Report of the Airport Consultant"). The Report of the Airport Consultant presents, among other things, an analysis of the Airport, the 2024 – 2029 Capital Improvement Program, and certain financial matters, including certain Airline traffic and financial forecasts for Fiscal Years 2024 through 2028 (the "Forecast Period") and sets forth the assumptions upon which the forecasts are based. 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 operations, the 2024 - 2029 Capital Improvement Program, and other proposed improvements as well as the Airline traffic and financial forecasts for the Forecast Period. 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 2024 Bonds, the 2024 Project and the security and sources of payment for the Series 2024 Bonds. The Report of the Airport Consultant, the Amended and Restated Senior Bond Resolution, the Master Subordinated Indenture, the Continuing Disclosure Agreement, the Rate Resolution, and the form of Revenue Sharing Agreement, 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.

PLAN OF FINANCE

2024 Project

The 2024 Project consists of improvements to the Airport System to be financed in part with proceeds of the Series 2024 Senior Bonds and the Series 2024 Subordinated Bonds, including the acquisition, design, construction and equipping of (i) certain capital projects in the South Terminal Complex (or Terminal C), and (ii) certain capital projects in the North Terminal Complex and other Airport facilities and associated infrastructure, all as more particularly described in the plans and specifications on file with the Authority (the "2024 Project").

For more detailed information about the 2024 Project and the 2024 – 2029 Capital Improvement Program, see "CAPITAL IMPROVEMENT PROGRAM" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2024 Bonds, together with any other funds made available by the Authority, are expected to be applied as follows:

	Series 2024 Senior Bonds	Series 2024 Subordinated Bonds	Total
Sources:			
Par Amounts	$139,705,000.00	$632,710,000.00	$772,415,000.00
Plus Bond Original Issue Premium	13,469,922.40	60,230,091.10	73,700,013.50
Total Sources	$153,174,922.40	$692,940,091.10	$846,115,013.50
Uses:			
Deposit to the 2024 Construction Account of the Construction Fund	$129,619,397.37	$572,708,920.44	$702,328,317.81
Pay Existing Lines of Credit[1]	21,178,749.32	38,162,456.23	59,341,205.55
Deposit to the Composite Reserve Subaccount of the Debt Service Reserve Account of the Bond Fund	1,536,796.76		1,536,796.76
Deposit to the Pooled Subordinated Reserve Account		45,775,537.50	45,775,537.50
Deposit to Series 2024 Subordinated Bonds Capitalized Interest Subaccount		32,461,259.32	32,461,259.32
Costs of Issuance[2]	839,978.95	3,831,917.61	4,671,896.56
Total Uses	$153,174,922.40	$692,940,091.10	$846,115,013.50

(1) The Authority plans to use a portion of the proceeds of the Series 2024 Bonds to pay down approximately $59.34 million of principal amount on the Existing Lines of Credit along with associated accrued interest. See "AUTHORITY INDEBTEDNESS - Outstanding Subordinated Indebtedness - Secondary Subordinated Indebtedness" herein.

(2) Includes, among other things, Underwriters' discount, legal, financial advisory, ratings, bond insurance and reserve surety premiums (if applicable), consulting and administrative expenses with respect to the Series 2024 Bonds.

DESCRIPTION OF THE SERIES 2024 SENIOR BONDS

General

The Series 2024 Senior Bonds are being issued as Additional Bonds under the Senior Bond Resolution, solely in the form of fully registered bonds, and in authorized denominations of $5,000 and any integral multiple thereof. The Series 2024 Senior Bonds will 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 pages of this Official Statement. Interest on the Series 2024 Senior Bonds will be paid by The Bank of New York Mellon Trust Company, N.A., as paying agent and trustee for the Series 2024 Senior Bonds (the "Senior Trustee" or the "Senior Bond Registrar") on April 1 and October 1 of each year commencing on April 1, 2025, 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 office of the Senior Trustee is located are closed, or a date on which the Senior Trustee is closed), then such payment will be made on the next business day thereafter without payment of additional interest. Interest will be paid by check or draft mailed by the Senior Trustee to the registered owners thereof as their addresses appear on the registration books maintained by the Senior Trustee, at the close of business on the fifteenth (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 2024 Senior Bonds after such Record Date and before such interest payment date, unless the Authority will be in default in payment of interest due on such interest payment date. The principal of the Series 2024 Senior Bonds will be payable at the corporate trust operations office of the Senior Trustee, in East Syracuse, New York. Registered owners of $1,000,000 or more in principal amount of Series 2024 Senior Bonds may arrange for the payment of principal and interest with respect to the Series 2024 Senior Bonds by wire transfer in immediately available funds by written request made to the Senior Trustee within certain times and upon certain conditions set forth in the Senior Bond Resolution.

So long as Cede & Co. is the registered owner of the Series 2024 Senior Bonds, all payments of principal, premium, if any, and interest on the Series 2024 Senior Bonds are payable by wire transfer by the Senior 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 – Series 2024 Senior Bonds. The Series 2024 Senior Bonds maturing on or before October 1, 2034 are not subject to redemption prior to maturity. The Series 2024 Senior Bonds maturing on or after October 1, 2035 are subject to redemption prior to maturity, at the option of the Authority, in whole or in part, on October 1, 2034 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 2024 Senior Bonds or portions thereof to be redeemed, plus accrued interest to the date of redemption.

Mandatory Redemption – Series 2024 Senior Bonds. The Series 2024 Senior Bonds maturing on October 1, 2049 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% 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 2024 Senior Term Bonds
Maturing on October 1, 2049

Year	Principal Amount
2046	$8,255,000
2047	8,690,000
2048	9,145,000
2049*	9,625,000

* Maturity.

Notice of Redemption for the Series 2024 Senior Bonds

Each notice of redemption will specify the maturities of the Series 2024 Senior 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 Series 2024 Senior Bonds are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2024 Senior Bonds to be redeemed, and, in the case of Series 2024 Senior Bonds to be redeemed in part only, such notice will specify the respective portions of the principal amount, thereof to be redeemed. Such notice will further state that on such date there will become due and payable upon each Series 2024 Senior Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Series 2024 Senior Bonds to be redeemed in part only together with interest accrued to the redemption date with respect to Series 2024 Senior Bonds, and that from and after such date interest thereon will cease to accrue and be payable.

Notice of redemption will be given by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty (30) and not more than sixty (60) days before the redemption date to all registered owners of the Series 2024 Senior Bonds or portions of the Series 2024 Senior Bonds to be redeemed at their last addresses as they appear on the registration books maintained in accordance with the provisions of the Senior Bond Resolution, which as long as the Series 2024 Senior 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 Series 2024 Senior Bond, or any defect therein, will not affect the validity of the proceedings for redemption of any Series 2024 Senior Bond or portion thereof with respect to which no such failure or defect occurred. Any notice mailed as provided in this paragraph will be conclusively presumed to have been duly given, whether or not the owner of such Series 2024 Senior Bond receives such notice.

An optional redemption may be a Conditional Redemption and the notice of redemption will state that the redemption is conditional upon the conditions set forth therein, and such notice and optional redemption will be of no effect (a) if by no later than the scheduled redemption date, the conditions set forth therein have not been satisfied, or (b) the Authority or the Senior Trustee, at the written direction of the Authority, rescinds such notice on or prior to the scheduled redemption date. If a redemption is a Conditional Redemption, such redemption will be conditional upon receipt by the Senior Trustee or escrow agent named by the Authority of sufficient moneys to redeem the Series 2024 Senior Bonds subject to such Conditional Redemption and any redemption premium and the satisfaction of such other conditions set forth in the notice of redemption. A Conditional Redemption will be deemed canceled once the Authority or the Senior Trustee, at the written direction of the Authority, has given notice of rescission. The Authority or the Senior Trustee, at the written direction of the Authority, will give notice of rescission of a Conditional Redemption by the same means as is provided for the giving of notice of redemption. Any Series 2024 Senior Bonds subject to a Conditional Redemption which has been canceled will 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 will constitute an Event of Default.

Selection of Series 2024 Senior Bonds to be Redeemed

If less than all of the Series 2024 Senior Bonds of like maturity will be called for prior redemption, the particular Series 2024 Senior Bonds or portion of Series 2024 Senior Bonds to be redeemed will be selected at random by the Senior Trustee in such manner as the Senior 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 2024 Senior Bonds, DTC will select the Series 2024 Senior Bonds to be redeemed. The portion of any Series 2024 Senior Bond of a denomination of more than $5,000 to be redeemed will be in the principal amount of $5,000 or any integral multiple thereof, and that in selecting portions of such Series 2024 Senior Bonds for redemption, the Senior Trustee or DTC will treat each such Series 2024 Senior Bond as representing that number of Series 2024 Senior Bonds of $5,000 denomination which is obtained by dividing the principal amount.

Upon any purchase or redemption of Series 2024 Senior Bonds 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 Series 2024 Senior 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 Senior 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 2024 Senior Bonds are subject to optional redemption, all or a portion of the Series 2024 Senior Bonds to be redeemed pursuant to an optional redemption may be purchased in lieu of being redeemed by the Senior Trustee, at the written direction of the Authority, on the date on which such Series 2024 Senior Bonds would otherwise have been redeemed. The purchase price for the Series 2024 Senior Bonds purchased in lieu of redemption will be equal to the Redemption Price that would have been applicable to the Series 2024 Senior Bonds on such date. No notice to the owners of the Series 2024 Senior Bonds to be purchased (other than the notice of redemption otherwise required by the Senior Bond Resolution) is required. All Series 2024 Senior Bonds to be so purchased in lieu of redemption that are not delivered to the Senior Trustee on the purchase date will be deemed to have been so purchased and not redeemed on the purchase date and will cease to accrue interest as to the former registered owner on the purchase date, so long as the Redemption Price that would have been applicable to such Series 2024 Senior Bonds on such date is deposited by the Authority with the Senior Trustee.

Registration and Exchange of the Series 2024 Senior Bonds

The registration of any Series 2024 Senior Bond may be transferred upon the registration books as provided in the Senior Bond Resolution. So long as the Series 2024 Senior Bonds are issued solely in fully registered form and notwithstanding anything contained in the Senior Bond Resolution to the contrary, the provisions of the Senior Bond Resolution with respect to the interchangeability of registered bonds for coupon bonds will not be applicable to the Series 2024 Senior Bonds. In all cases of a transfer of a Series 2024 Senior Bond, the Senior Bond Registrar, will at the earliest practical time, in accordance with the terms of the 2024 Supplemental Senior Resolution, enter the transfer of ownership in the registration books and will deliver in the name of the new transferee or transferees a new fully registered Series 2024 Senior Bond, maturity, interest rate 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 Senior Bond Registrar may charge the registered owner for the registration of every transfer or exchange of a Series 2024 Senior 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 2024 Bond will be delivered.

The City, the Authority and the Senior Bond Registrar, in its capacity as bond registrar and paying agent, may deem and treat the registered owner of any Series 2024 Senior Bond as the absolute owner of such Series 2024 Senior Bond for the purpose of receiving payment of the principal thereof and the interest thereon. Subject to the provisions of the 2024 Supplemental Senior Resolution, a Series 2024 Senior Bond may be exchanged at the office of the Senior Trustee for a like aggregate principal amount of Series 2024 Bonds of each series, maturity and interest rate, in other authorized denominations.

DESCRIPTION OF THE SERIES 2024 SUBORDINATED BONDS

General

The Series 2024 Subordinated Bonds are being issued as an additional series of Priority Subordinated Indebtedness under the Master Subordinated Indenture, solely in the form of fully registered bonds, and in authorized denominations of $5,000 and any integral multiple thereof. The Series 2024 Subordinated Bonds will 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 pages of this Official Statement. Interest on the Series 2024 Subordinated Bonds will be paid by the Subordinated Trustee, as paying agent, on April 1 and October 1 of each year commencing on April 1, 2025, 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 office of the Subordinated Trustee is located are closed, or a date on which the Subordinated Trustee is closed), then such payment will be made on the next business day thereafter without payment of additional interest. Interest will be paid by check

or draft mailed by the Subordinated Trustee to the registered owners thereof as their addresses appear on the registration books maintained by the Subordinated Trustee, as Bond Registrar (as defined in the Master Subordinated Indenture), at the close of business on the fifteenth (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 2024 Subordinated Bonds after such Record Date and before such interest payment date, unless the Authority will be in default of interest due on such interest payment date. The principal of the Series 2024 Subordinated Bonds will be payable at the corporate trust operations office of the Subordinated Trustee in Orlando, Florida. Registered owners of $1,000,000 or more in principal amount of Series 2024 Subordinated Bonds may arrange for the payment of principal and interest with respect to the Series 2024 Subordinated Bonds by wire transfer in immediately available funds by written request made to the Subordinated Trustee within certain times and upon certain conditions set forth in the Subordinated Indenture.

So long as Cede & Co. is the registered owner of the Series 2024 Bonds, all payments of principal, premium, if any, and interest on the Series 2024 Bonds are payable by wire transfer by the Subordinated 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 – Series 2024 Subordinated Bonds. The Series 2024 Subordinated Bonds maturing on or before October 1, 2034 are not subject to redemption prior to maturity. The Series 2024 Subordinated Bonds maturing on or after October 1, 2035 are subject to redemption prior to maturity, at the option of the Authority, in whole or in part, on October 1, 2034 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 2024 Subordinated Bonds or portions thereof to be redeemed, plus accrued interest to the date of redemption.

Mandatory Redemption – Series 2024 Subordinated Bonds. The Series 2024 Subordinated Bonds maturing on October 1, 2048 are subject to mandatory redemption in part, prior to maturity, by operation of the Debt Service Account to satisfy Amortization Installments at redemption prices equal to 100% 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 2024 Subordinated Term Bonds
Maturing on October 1, 2048

Year	Principal Amount
2046	$33,670,000
2047	35,440,000
2048*	37,305,000

* Maturity.

The Series 2024 Subordinated Bonds maturing on October 1, 2051 are subject to mandatory redemption in part, prior to maturity, by operation of the Debt Service Account to satisfy Amortization Installments at redemption prices equal to 100% 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 2024 Subordinated Term Bonds
Maturing on October 1, 2051

Year	Principal Amount
2049	$39,255,000
2050	41,315,000
2051*	43,485,000

* Maturity.

Notice of Redemption for the Series 2024 Subordinated Bonds

Notice of redemption for the Series 2024 Subordinated Bonds will be given by the Subordinated Trustee following receipt of written notice from the Authority containing the information required by the Master Subordinated Indenture by filing a notice of such redemption with EMMA (as defined herein) not more than sixty (60) and not less than thirty (30) days prior to the redemption date, and by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty (30) and not more than sixty (60) days before the redemption date to the registered owner of each Series 2024 Subordinated Bond or portion of Series 2024 Subordinated Bonds to be redeemed at their addresses as they appear on the registration books to be maintained in accordance with provisions hereof. Failure to give such notice, or any defect therein, will not affect the validity of the proceedings for the redemption of any Series 2024 Subordinated Bond or portion thereof with respect to which no such failure or defect has occurred.

Each notice will set forth the date fixed for redemption for each Series 2024 Subordinated Bond being redeemed, the rate of interest borne by each Series 2024 Subordinated Bond being redeemed, the redemption price to be paid, the date of filing with EMMA of a notice of redemption, the name and address of the Subordinated Trustee, and, if less than all of the Series 2024 Subordinated Bonds then Outstanding will be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Series 2024 Subordinated Bonds to be redeemed and, in the case of Series 2024 Subordinated Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2024 Subordinated Bond is to be redeemed in part only, the notice of redemption which relates to such Series 2024 Subordinated Bond will also state that on or after the redemption date, upon surrender of such Series 2024 Subordinated Bond, a new Series 2024 Subordinated Bond or Series 2024 Subordinated Bonds of the same Series, form, terms, maturity and rate in a principal amount equal to the unredeemed portion of such Series 2024 Subordinated Bond will be issued.

As provided in the Master Subordinated Indenture, any notice of redemption may state that the redemption contemplated therein is conditioned upon the occurrence of certain events or circumstances described therein, in which case the Authority will not be obligated to redeem such obligations unless the events therein described have occurred.

Method of Selecting Series 2024 Subordinated Bonds in Case of Partial Redemption

If less than all of the Series 2024 Subordinated Bonds are to be redeemed, unless otherwise provided in the Master Subordinated Indenture, the maturities of the Series 2024 Subordinated Bonds to be redeemed will be designated by the Authority. If less than all of the Series 2024 Subordinated Bonds or like maturity will be called for redemption, the particular Series 2024 Subordinated Bonds or portions of the Series 2024 Subordinated Bonds to be redeemed shall be selected by the Subordinated Trustee by lot; provided, however, that any Series 2024 Subordinated Bond of a denomination in excess of $5,000 (the minimum authorized denomination for the Series 2024 Subordinated Bonds) will be treated as representing that number of Series 2024 Subordinated Bonds which is determined by dividing the principal amount of such Series 2024 Subordinated Bond by the minimum authorized denomination of such Series 2024 Subordinated Bond.

Redemption of Portion of Series 2024 Subordinated Bonds

In case part but not all of an Outstanding Series 2024 Subordinated Bond will be selected for redemption, the Holder thereof will present and surrender such Series 2024 Subordinated Bond to the Subordinated Trustee for payment of the principal amount thereof so called for redemption, and the Subordinated Trustee will note on the reverse side thereof the date of such redemption and the principal amount of the Series 2024 Subordinated Bond so redeemed, or at the option of the Holder of such Series 2024 Subordinated Bond, the Authority will execute and the Subordinated Trustee will authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed balance of the principal amount of the Series 2024 Subordinated Bond so surrendered, a Series 2024 Subordinated Bond or Series 2024 Subordinated Bonds of the same Series, form, terms, maturity and rate.

Purchase in Lieu of Redemption

At any time, the Series 2024 Subordinated Bonds are subject to optional redemption, all or a portion of the Series 2024 Subordinated Bonds to be redeemed pursuant to an optional redemption may be purchased in lieu of being redeemed by the Subordinated Trustee at the direction of the Authority on the date on which such Series 2024

Subordinated Bonds would otherwise have been redeemed. The purchase price for Series 2024 Subordinated Bonds purchased in lieu of redemption will be equal to the redemption price that would have been applicable to the Series 2024 Subordinated Bonds on such date. No notice to the owners of the Series 2024 Subordinated Bonds to be purchased (other than the notice of redemption otherwise required by the Master Subordinated Indenture) is required. All Series 2024 Subordinated Bonds to be so purchased in lieu of redemption that are not delivered to the Subordinated Trustee on the purchase date will be deemed to have been so purchased and not redeemed on the purchase date and will cease to accrue interest as to the former registered owner on the purchase date.

Registration and Exchange of the Series 2024 Subordinated Bonds

The registration of the Series 2024 Subordinated Bonds may be transferred upon the registration books therefor upon delivery to the Subordinated Trustee, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Subordinated Trustee, duly executed by the registered owner of such Series 2024 Subordinated Bonds or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of such Series 2024 Subordinated Bonds, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Series 2024 Subordinated Bonds, the Subordinated Trustee will at the earliest practical time in accordance with the provisions of the Master Subordinated Indenture enter the transfer of ownership in the registration books for the Series 2024 Subordinated Bonds and will deliver in the name of the new transferee or transferees a new fully registered Series 2024 Subordinated Bond of the same form and maturity and of authorized denomination or denominations for the same aggregate principal amount and payable from the same sources of funds.

The Authority, the City and the Subordinated Trustee may charge the registered owner for the registration of every transfer or exchange of a Series 2024 Subordinated 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 2024 Subordinated Bond shall be delivered.

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning 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 2024 Bonds. The Series 2024 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 2024 Bond certificate will be issued for each maturity (and each interest rate within a maturity) of each series of the Series 2024 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 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (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 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of the Series 2024 Bonds (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 2024 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 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 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 2024 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 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 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 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2024 Bond documents. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 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 Senior Trustee or Subordinated Trustee, as applicable, and request that copies of the notices be provided directly to them.

Redemption notices will be sent to DTC. If less than all of the Series 2024 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 2024 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 2024 Bonds are credited on the Record Date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Series 2024 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 Senior Trustee or Subordinated Trustee, as applicable, 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 Senior Trustee, the Subordinated Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest on the Series 2024 Senior 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 Senior Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants. Payment of principal and interest on the Series 2024 Subordinated 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 Subordinated Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Authority or the Senior Trustee or Subordinated Trustee, as applicable. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2024 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 2024 Bond certificates will be printed and delivered to DTC.

None of the Authority, the Senior Trustee or the Subordinated Trustee will have any responsibility or obligation to the Participants, Beneficial Owners or other nominees of such Beneficial Owners for (a) sending transaction statements; (b) maintaining, supervising or reviewing, or the accuracy of, any records maintained by DTC or any Participant or other nominees of such Beneficial Owners; (c) payment or the timeliness of payment by DTC to any Participant or by any Participant or other nominees of Beneficial Owners to any Beneficial Owner of any amount due in respect of the principal or the redemption premium of or interest on Series 2024 Bonds; (d) delivery or timely delivery by DTC to any Participant or by any Participant, or other nominees of Beneficial Owners to any Beneficial Owners of any notice (including notice of redemption) or other communication which is required or permitted under the terms of the Senior Bond Resolution for the Series 2024 Senior Bonds and the Subordinated Indentured for the Series 2024 Subordinated Bonds, each as supplemented herein, to be given to Holders of Series 2024 Bonds; (e) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of Series 2024 Bonds; or (f) any action taken by DTC or its nominee as the Holder of the Series 2024 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS

Brief descriptions of the security and sources of payment for the Senior Bonds (including the Series 2024 Senior Bonds), the Pledged Funds, the flow of funds and application of Revenues under the Senior Bond Resolution, the Authority's rate covenant and certain other provisions of the Senior Bond Resolution are provided herein. The descriptions provided herein are qualified in their entirety by the applicable provisions of the Amended and Restated Senior Bond Resolution, a copy of which is attached hereto as APPENDIX B.

General

The Series 2024 Senior Bonds are "Bonds" as such term is used in the Amended and Restated Senior Bond Resolution and are secured on parity with the Outstanding Senior Bonds as to the pledge of, lien on and source of payment from the Pledged Funds. In accordance with and subject to the terms and conditions of the Amended and Restated Senior Bond Resolution, Additional Bonds and Refunding Bonds (each as defined in the Amended and Restated Senior Bond Resolution) may be issued under the Amended and Restated Senior Bond Resolution on parity with the Outstanding Senior Bonds and the Series 2024 Senior Bonds and senior to the pledge of and lien on the Pledged Funds in favor of any the Outstanding Subordinated Indebtedness and any Priority Subordinated Indebtedness, Secondary Subordinated Indebtedness or other subordinated indebtedness hereafter issued under the Master Subordinated Indenture. See "AUTHORITY INDEBTEDNESS - Outstanding Senior Bonds" herein for a description of the Outstanding Senior Bonds and "CAPITAL IMPROVEMENT PROGRAM" herein for the Authority's current plans to issue Additional Bonds, in the form of Bonds with a senior lien on the Pledged Funds.

Pursuant to the Senior Bond Resolution, the Senior Bonds, including the Series 2024 Senior Bonds, and the interest and premium, if any, thereon are payable solely from and secured by a pledge of, and first lien on the Pledged Funds. As such term is used in the Senior Bond Resolution, the Pledged Funds include (a) the proceeds of the sale of Senior Bonds, (b) Revenues, (c) all moneys and investments on deposit in all funds, accounts and subaccounts established by the Senior Bond Resolution (excluding any fund established to pay rebatable arbitrage), provided moneys in a subaccount of the Debt Service Reserve Account will secure only the Series of Senior Bonds designated by Supplemental Resolution to be secured by such subaccount, and (d) any Available Revenues, provided such Available Revenues will secure only the Series of Senior Bonds to which they are pledged pursuant to a Supplemental Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Debt Service Reserve Account" and " - Available PFC Revenues" herein.

Revenues Pledged under the Senior Bond Resolution

Under the Amended and Restated Senior 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 Amended and Restated Senior 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 lawfully available for the payment of debt service with respect to any Senior Bonds, Subordinated Indebtedness and Secondary Subordinated Indebtedness, or payment of Operation and Maintenance Expenses; (c) income received on any investment of moneys held pursuant to the Amended and Restated Senior Bond Resolution and paid into the Revenue Fund pursuant to the terms of the Senior Bond Resolution; (d) 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 (e) Special Purpose Facility Revenues, to the extent designated as Revenues by Supplemental Resolution.

The term "Revenues" will **not** include: (a) any revenue or income from ORL or any additions, extensions or improvements thereto unless ORL is added to the Airport System as provided in the definition of "Airport System"; (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 Senior 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 Senior 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 Senior 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 Senior 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 Senior 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. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" and "APPLICATION OF REVENUES" herein.

Available PFC Revenues

For purposes of the Senior Bond Resolution, Passenger Facility Charges are excluded from the definition of Revenues and therefore are not part of Net Revenues (as defined in the Amended and Restated Senior Bond Resolution) which are utilized to satisfy the requirements of the rate covenant under the Senior Bond Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Rate Covenant under the Senior Bond Resolution" herein. However, Section 727 of the Amended and Restated Senior Bond Resolution permits the Authority to designate all or a portion of PFC Revenues, as well as other sources of revenues which are not included in the definition of Revenues, as "Available Revenues" that will be used to pay debt service on one or more Series of Senior Bonds. The designation of such Available Revenues to the payment of debt service on such Senior Bonds will, in turn, reduce the amount of debt service payable for the purpose of determining compliance with the provisions of Section 711.2 of the Amended and Restated Senior Bond Resolution relating to the rate covenant and the Additional Bonds test calculations under Section 204 of the Amended and Restated Senior Bond Resolution.

In connection with the issuance of the Series 2024 Senior Bonds, the Authority has determined it will designate the 2024 Available PFC Revenues that will be deposited in the Bond Fund to pay a portion of the debt service on the Series 2024 Senior Bonds. Other PFC Revenues have been designated as Available PFC Revenues to pay a portion of the debt service on various Series of Outstanding Senior Bonds which financed or refinanced PFC-eligible projects. Such deposits effectively reduce the total amount of Revenues that must be collected each Fiscal Year to comply with the rate covenant under the Senior Bond Resolution. To the extent such Available PFC Revenues are not available for deposit in the Bond Fund to pay debt service on such Senior Bonds as provided above, Revenues, including fees and charges to the Airlines, might have to be increased to comply with the application of Revenues and rate covenant under the Amended and Restated Senior Bond Resolution.

The Series 2024 Senior Bonds are also secured by, and payable from, the 2024 Available PFC Revenues specified in the 2024 PFC Certificate. Pursuant to the 2024 Supplemental Senior Resolution, the Authority has established the "2024 Subaccount" in the Available PFC Account and will, promptly upon receipt, deposit all 2024 Available PFC Revenues into the 2024 Subaccount of the Available PFC Account. The Authority is required, by the provisions of the 2024 Supplemental Senior Resolution, to withdraw moneys in the 2024 Subaccount of the Available PFC Account for deposit to the Bond Fund for the payment of debt service on the Series 2024 Senior Bonds in the amounts and at the times specified in the 2024 PFC Certificate. The provisions of Section 727 of the Amended and Restated Senior Bond Resolution will apply to the 2024 Subaccount of the Available PFC Account. See "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto.

Debt Service Reserve Account for Senior Bonds

The Senior Bond Resolution establishes 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 Senior Bonds. The Series 2024 Senior 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 Senior Bonds designated to be secured by the Composite Reserve Subaccount and additional reserve subaccounts established with respect to particular Series of Senior Bonds secure only those Series of Senior Bonds designated to be secured by each such subaccount.

The "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) Maximum Aggregate Debt Service calculated with respect to all Series of Bonds Outstanding under the Senior Bond Resolution 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 under the Senior Bond Resolution that are secured by the Composite Reserve Subaccount, or (iii) 10% of the aggregate stated principal amount of all Series of Bonds Outstanding under the Senior Bond Resolution that are secured by the Composite Reserve Subaccount; provided, however, that in determining the aggregate stated original principal amount of all Bonds Outstanding under the Senior Bond Resolution 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.

The Composite Reserve Subaccount is funded entirely with cash and Investment Securities and does not currently contain any Reserve Products. As of the date hereof, the Composite Reserve Subaccount secures all of the Outstanding Senior Bonds. No Series of Senior Bonds is secured by its own separate subaccount. Upon the issuance of the Series 2024 Senior Bonds, the Composite Reserve Subaccount will be fully funded by depositing $1,536,796.76 of Series 2024 Senior Bonds proceeds bringing the amount on deposit therein equal to the new Composite Reserve Requirement amount of $121,390,919.17.

If, on the final business day of any month, the amount in the Debt Service Account will be less than the amount required to be in such Account pursuant to the Senior Bond Resolution, the Senior Trustee will 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 will be used only for the purpose of curing deficiencies with respect to the Series of Senior Bonds secured by such subaccount. Any proceeds received from a Reserve Product will be applied to cure deficiencies in the Debt Service Account only with respect to the Series of Senior Bonds for which such Reserve Product was provided.

Whenever the moneys on deposit in a subaccount in the Debt Service Reserve Account will exceed the applicable Debt Service Reserve Requirement, the Senior Trustee, at the direction of an Authorized Officer of the Authority, will allocate and apply the amount of such excess in the same manner as Available Revenues or Revenues pursuant to the Senior 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 then Outstanding Senior 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 will be transferred to the Debt Service Account. Prior to said transfer, all investments held in the Debt Service Reserve Account will 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 Senior 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 will have occurred and be continuing under the Senior Bond Resolution, the Authority may, at any time in its discretion, substitute a Reserve Product meeting the requirements of the Senior 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 Discretionary Fund or such other fund or account as will 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 Senior Bonds (if other than Taxable Bonds) for federal income tax purposes.

Cash on deposit in the applicable subaccount in the Debt Service Reserve Account will be used (or investments purchased with such cash will 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 will be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

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 Senior 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, will be disregarded and not included in calculating Debt Service and therefore are also not accounted for in calculating the Composite Reserve Requirement.

Additional Bonds under the Senior Bond Resolution

The Amended and Restated Senior 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 Amended and Restated Senior Bond Resolution conditions the issuance of Additional Bonds upon the satisfaction of the limitation contained therein with respect to the issuance of Additional Bonds, which generally requires certification by the Airport Consultant that, based upon assumptions the Airport Consultant deems reasonable, projected Net Revenues and any Subordinated Pledged Revenues, will be sufficient to satisfy the rate covenant set forth in the Amended and Restated Senior Bond Resolution (provided Subordinated Pledged Revenues will not be utilized in determining compliance with the provisions of Section 711.2 of the Amended and Restated Senior Bond Resolution relating to the rate covenant), when considering the projected Aggregate Debt Service on such proposed Additional Bonds 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 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 during such Fiscal Years on such proposed Additional Bonds. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Rate Covenant under the Senior Bond Resolution" herein and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto.

In addition, the Amended and Restated Senior Bond Resolution permits the issuance of Refunding Bonds upon the conditions described therein. Such conditions include providing either (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 of

the Senior Bonds then Outstanding with respect to the Outstanding Senior Bonds (A) immediately prior to the date of authentication and delivery of such Refunding Bonds and (B) immediately after the date of authentication and delivery of such Refunding Bonds, and (2) the Aggregate Debt Service set forth in (B) above is no greater than that set forth pursuant to (A) above, or (ii) certificates evidencing that such Refunding Bonds meets the conditions to issue Additional Bonds discussed in the paragraph above.

Rate Covenant under the Senior Bond Resolution

The Authority has covenanted in the Amended and Restated Senior Bond Resolution that:

(a) it will, while any of the Senior 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 will 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 Sections 405(2)–(10) of the Amended and Restated Senior Bond Resolution during such Fiscal Year.

(b) 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 will 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 Senior Bonds for such Fiscal Year.

(c) if Net Revenues plus any Transfer and any Subordinated Pledged Revenues in any Fiscal Year are less than the amounts specified in paragraphs (a) and (b) above, 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 the Amended and Restated Senior Bond Resolution in the next Fiscal Year.

For purposes of the foregoing, 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. In accordance with the provisions of Section 1211 and Section 727 of the Amended and Restated Senior Bond Resolution, debt service expected to be paid from Available Revenues, including Available PFC Revenues, is excluded from the calculation of the Aggregate Debt Service for purposes of the foregoing test. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" herein and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto.

The Authority will remain obligated under the Amended and Restated Senior 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 Senior Bonds. See "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" and " - Customer Facility Charges" and "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" herein.

Flow of Funds under the Senior Bond Resolution

The Senior Bond Resolution requires that all Revenues will 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 (as defined in the Senior Bond Resolution) will withdraw from the Revenue Fund and transfer to the Senior 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:

(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 then 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 will equal the Accrued Aggregate Debt Service; provided that, for the purposes of computing the amount in said Account, there will be excluded the amount, if any, set aside in said Account which was deposited therein from the proceeds of each Series of Senior 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 will 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 will 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 Subordinated Indebtedness;

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

(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 then current Annual Budget;

(g) to the trustee, paying agent or holders of any Secondary Subordinated Indebtedness, such amount and at such times as will 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;

(h) 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 will be required by the terms of the Issuing Instrument(s);

(i) 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 will be less than the required amount, the amount of the next succeeding monthly payments will be increased by the amount of such deficiency;

(j) 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 will 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 will be less than the required amount, the amount of the next succeeding monthly payments will be increased by the amount of such deficiency; and;

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

Deposits to the Bond Fund will 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 Senior Bonds, there will 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 Senior Bonds of the applicable Series then Outstanding and the denominator of which is the total aggregate amount of the Bond Obligation of all Senior Bonds of every Series then Outstanding under the Senior Bond Resolution secured by a subaccount in the Debt Service Reserve Account.

Notwithstanding anything in the Senior Bond Resolution to the contrary, the Authority will not be required to fully fund a subaccount in the Debt Service Reserve Account at the time of issuance of any Series of Senior Bonds under the Senior Bond Resolution, if it provides on the date of issuance of any Series of Senior 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 Senior Bond Resolution for a payment with respect to the applicable Series of Senior Bonds, which cannot be cured by funds in any other account held pursuant to the Senior Bond Resolution and available for such purpose, and which will name the Senior Trustee or a Paying Agent as the beneficiary thereof.

See "APPLICATION OF REVENUES" herein for a flow chart demonstrating the application of Revenues and PFC Revenues to various funds and accounts as governed by the provisions of the Senior Bond Resolution and the Master Subordinated Indenture.

SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS

Brief descriptions of the security and sources of payment for the Subordinated Bonds (including the Series 2024 Subordinated Bonds), the Pledged Funds, the flow of funds under the Subordinated Indenture, the Authority's rate covenant and certain other provisions the Subordinated Indenture are provided herein. The descriptions provided herein are qualified in their entirety by the applicable provisions of the Master Subordinated Indenture which is attached hereto as APPENDIX C.

General

The Series 2024 Subordinated Bonds: (a) constitute "Subordinated Indebtedness" defined in, and authorized under, the Amended and Restated Senior Bond Resolution, (b) are subordinate to the Senior Bonds, including the Series 2024 Senior Bonds, as to the pledge of, lien on and source of payment from Revenues, and (c) are on parity with Outstanding Priority Subordinated Indebtedness as to the pledge of, lien on and source of payment from Pledged Subordinated Revenues. Pursuant to the Master Subordinated Indenture, Priority Subordinated Indebtedness, including Outstanding Priority Subordinated Indebtedness and the Series 2024 Subordinated Bonds, and the interest and premium, if any, thereon are payable solely from and secured by a pledge of, and lien on the Pledged Subordinated Revenues. See " - Pledged Subordinated Revenues" below and "AUTHORITY INDEBTEDNESS" herein, "APPENDIX C – MASTER SUBORDINATED INDENTURE" for more information about the Authority's Subordinated Indebtedness.

Subordinated Indebtedness under Amended and Restated Senior Bond Resolution. The Series 2024 Subordinated Bonds are subordinate as to the pledge of, lien on, and source of payment from Revenues to the Senior Bonds issued and outstanding, including the Series 2024 Senior Bonds, under the Amended and Restated Senior Bond Resolution. See "AUTHORITY INDEBTEDNESS - Outstanding Senior Bonds" herein for a description of the Senior Bonds currently outstanding under the Amended and Restated Senior Bond Resolution. Also see "CAPITAL IMPROVEMENT PROGRAM" herein for the Authority's current plans to issue additional Senior Bonds in the future.

The Series 2024 Subordinated Bonds are not issued under the Amended and Restated Senior Bond Resolution but constitute Subordinated Indebtedness for purposes thereof. The Series 2024 Subordinated Bonds are issued under the Master Subordinated Indenture. See the flow of funds diagram under "APPLICATION OF REVENUES" herein for a description of the level of funding from Net Revenues for Priority Subordinated Indebtedness under the Amended and Restated Senior Bond Resolution. The Authority has covenanted not to issue any Subordinated Indebtedness pursuant to any instrument other than the Master Subordinated Indenture so long as the Master Subordinated Indenture has not been defeased or amended to provide that no additional Subordinated Obligations will be issued thereunder.

Priority Subordinated Indebtedness under Master Subordinated Indenture. Pursuant to the Master Subordinated Indenture, obligations may be issued as either Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness. Priority Subordinated Indebtedness is subordinate to the Airport Facilities Revenue Bonds. Secondary Subordinated Indebtedness is subordinate to the Airport Facilities Revenue Bonds and to the Priority Subordinated Indebtedness. Pursuant to the Master Subordinated Indenture, the Series 2024 Subordinated Bonds: (a) constitute Priority Subordinated Indebtedness, and (b) are on a parity with Outstanding Priority Subordinated Indebtedness and Additional Subordinated Obligations hereafter issued under the Master Subordinated Indenture that constitute Priority Subordinated Indebtedness.

The Authority has previously issued and will as of October 31, 2024 have outstanding under the Master Subordinated Indenture, $857.5 million in aggregate principal amount of Outstanding Subordinated Bonds. See "AUTHORITY INDEBTEDNESS - Outstanding Subordinated Indebtedness" herein for a description of the currently outstanding Subordinated Indebtedness and the instruments pursuant to which such debt has been incurred by the Authority. See also " - Limitations on Additional Subordinated Indebtedness" below for the terms upon which the Authority may issue additional Priority Subordinated Indebtedness and "CAPITAL IMPROVEMENT PROGRAM" herein for the Authority's current plans to issue additional Priority Subordinated Indebtedness in the future.

Secondary Subordinated Indebtedness under Master Subordinated Indenture. As of November 27, 2024, the Existing Lines of Credit (as defined herein) are the Authority's only Secondary Subordinated Indebtedness outstanding under the Master Subordinated Indenture. The Authority has $94.65 million outstanding under the Existing Lines of Credit as of November 27, 2024, of which $59.34 million is expected to be refinanced with the proceeds of the Series 2024 Bonds. The amount that will remain outstanding on one of the Existing Lines of Credit relates to a draw made on a taxable, fixed term basis that was used to refund a portion of the Authority's Airport Facilities Revenue Bonds, Series 2016A (AMT) and Airport Facilities Revenue Bonds, Series 2016B (Non-AMT). Payments on such draw are due in Fiscal Years 2025 and 2026. Secondary Subordinated Indebtedness is junior as to the pledge of, lien on, and source of payment from, Pledged Subordinated Revenues, the Series 2024 Subordinated Bonds and the other Outstanding Priority Subordinated Indebtedness, and any Priority Subordinated Indebtedness issued in the future.

Pledged Subordinated Revenues under the Master Subordinated Indenture

The Series 2024 Subordinated Bonds are secured by and payable from Pledged Subordinated Revenues. Under the Master Subordinated Indenture, the term "Pledged Subordinated Revenues" includes:

- the Available Net Revenues, which consist of all Revenues of the Authority remaining after all deposit requirements in clauses (1), (2) and (3) of Section 405.1 of the Amended and Restated Senior Bond Resolution (providing for payment of the Authority's operation and maintenance expenses, debt service on the Senior Bonds and funding the debt service reserve fund for the Senior Bonds) have been satisfied;

- all moneys and investments on deposit in the funds and accounts created under the Master Subordinated Indenture (other than the Secondary Subordinated Debt Service Fund, the Secondary Subordinated Debt Service Reserve Fund and the Rebate Fund) and, to the extent provided in the Master Subordinated Indenture and after provision for deficiencies in the accounts for the Outstanding Senior Bonds as provided in the Amended and Restated Senior Bond Resolution, any remaining amounts in the Discretionary Fund available for the purpose of paying Subordinated Obligations as provided in Section 411 of the Amended and Restated Senior Bond Resolution;

- any other revenues or Available Revenues (which may consist of PFCs, CFCs or other revenues not subject to the pledge under the Amended and Restated Senior Bond Resolution) pledged by the Authority

to the payment of the Priority Subordinated Indebtedness by a Supplemental Subordinated Indenture or by an Issuing Instrument; provided, however, that moneys in an account of the Priority Subordinated Debt Service Reserve Fund will secure only the Series of Priority Subordinated Indebtedness designated by the Issuing Instrument to be secured by such account. See " - Pooled Subordinated Reserve Account" herein. Also see " - Limitations on Additional Subordinated Indebtedness" below for a description of how Available Revenues may be taken into account for purposes of calculation of the Aggregate Annual Subordinated Debt Service in satisfying the test for issuance of additional Priority Subordinated Obligations and potential effects on debt service coverage.

The Outstanding Subordinated Bonds are additionally secured by the Pooled Subordinated Reserve Account (as defined in the Master Subordinated Indenture) within the Priority Subordinated Debt Service Reserve Fund. See "- Pooled Subordinated Reserve Account" below, "APPLICATION OF REVENUES" herein and "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

Pooled Subordinated Reserve Account

The Master Subordinated Indenture establishes a Priority Subordinated Debt Service Reserve Fund which may include such reserve accounts as are established by the Authority with respect to one or more Series of Priority Subordinated Indebtedness. The "Pooled Subordinated Reserve Account" is established by the Master Subordinated Indenture within the Priority Subordinated Debt Service Reserve Fund. The Series 2024 Subordinated Bonds will be secured by the Pooled Subordinated Reserve Account pursuant to the Third Supplemental Subordinated Indenture on parity with the Outstanding Priority Subordinated Indebtedness. An amount equal to the Pooled Subordinated Reserve Account Requirement is required to be maintained in the Pooled Subordinated Reserve Account. The Pooled Subordinated Reserve Account may also secure additional Priority Subordinated Indebtedness designated to be secured by the Pooled Subordinated Reserve Account pursuant to the Issuing Instrument for such Priority Subordinated Indebtedness. If Additional Subordinated Obligations constituting Priority Subordinated Indebtedness are hereafter issued and secured by the Pooled Subordinated Reserve Account, the amount on deposit in the Pooled Subordinated Reserve Account immediately after the issuance of such additional Priority Subordinated Indebtedness will be increased to equal the amount of the Pooled Reserve Account Requirement, taking into account the issuance of such Additional Subordinated Obligations. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto. Any additional reserve accounts established in the Priority Subordinated Debt Service Reserve Fund to secure a particular Series of Priority Subordinated Indebtedness will secure only those Series of Priority Subordinated Indebtedness designated to be secured by each such account. In addition to the Series 2024 Subordinated Bonds, the Pooled Subordinated Reserve Account also secures the Outstanding Subordinated Bonds. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

The "Pooled Subordinated Reserve Account Requirement" is equal to the lesser of the following: (x) ten percent of the aggregate Outstanding principal amount, from time to time, of each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account; (y) the maximum aggregate annual principal of and interest on each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account for any Fiscal Year; and (z) 125% of the average annual principal and interest requirements on each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account. Pursuant to the Third Supplemental Subordinated Indenture, the Authority has elected to initially fully fund the Pooled Subordinated Reserve Account Requirement with respect to the Series 2024 Subordinated Bonds by depositing $45,775,537.50 of proceeds of the Series 2024 Subordinated Bonds into the Pooled Subordinated Reserve Account upon the issuance of the Series 2024 Subordinated Bonds, to bring the amount on deposit therein to $106,120.437.50.

Under the Master Subordinated Indenture, the Authority is not required to fully fund an account in a Subordinated Debt Service Reserve Fund at the time of issuance of a Series of Subordinated Obligations secured by such account under the Master Subordinated Indenture, if the Authority elects, by the Issuing Instrument authorizing issuance of such Series of Subordinated Obligations, to fully fund the applicable account in such Subordinated Debt Service Reserve Fund over a period specified in such Issuing Instrument, not to exceed sixty months, commencing with the next succeeding Fiscal Year of the Authority, during which period the Authority will make substantially equal monthly installments in order that the amounts on deposit therein at the end of such period will equal the applicable Reserve Requirement for such Series of Subordinated Obligations. However, the foregoing authority to fund an account within the Subordinated Debt Service Reserve Fund over time is not applicable to the Pooled Subordinated

Reserve Account, which must be fully funded upon the issuance of each Series of Priority Subordinated Indebtedness secured by such account. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

Under the Master Subordinated Indenture, if authorized by the Issuing Instrument pursuant to which a Series of Subordinated Obligations are issued, the Authority may, in lieu of making a cash deposit to the account in the applicable Subordinated Debt Service Reserve Fund securing such Series of Subordinated Obligations, deliver to the Subordinated Trustee a Reserve Fund Credit Enhancement in an amount which, together with any moneys, securities or other Reserve Fund Credit Enhancements on deposit in or credited to such account, equals or exceeds the applicable Reserve Requirement with respect such Series of Subordinated Obligations. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

If, on the final Business Day of any month, the amount in the Series 2024 Subordinated Debt Service Account, or any corresponding Debt Service Account with respect to another Series of Priority Subordinated Indebtedness hereafter designated to be secured by the Pooled Subordinated Reserve Account, is less than the amount required to be in such account pursuant to the Subordinated Indenture, then the Subordinated Trustee will apply amounts from the Pooled Subordinated Reserve Account to the extent necessary to cure the deficiency. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

If funds (other than accrued interest, which will be deposited in the Revenue Fund) on deposit in the Pooled Subordinated Reserve Account exceed the Pooled Subordinated Reserve Account Requirement, then the excess funds will be transferred by the Subordinated Trustee to the Discretionary Fund and applied in accordance with the Amended and Restated Senior Bond Resolution. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

If Additional Subordinated Obligations constituting Priority Subordinated Indebtedness are hereafter issued and secured by the Pooled Subordinated Reserve Account, the amount on deposit in the Pooled Subordinated Reserve Account immediately after the issuance of such additional Priority Subordinated Indebtedness will be increased to equal the amount of the Pooled Subordinated Reserve Account Requirement, taking into account the issuance of such Additional Subordinated Obligations. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

Limitations on Additional Subordinated Indebtedness

The Amended and Restated Senior Bond Resolution permits the Authority to issue, without limit as to amount, Subordinated Obligations that is subordinate, in all respects, to Senior Bonds issued under the Amended and Restated Senior Bond Resolution, as to the pledge of, lien on, and payment from Revenues. The Authority has covenanted not to issue any Subordinated Obligations pursuant to any instrument other than the Master Subordinated Indenture so long as the Master Subordinated Indenture has not been defeased or amended to provide that no additional Subordinated Obligations will be issued thereunder. The Master Subordinated Indenture provides that additional Series of Priority Subordinated Indebtedness may be issued for the purpose of financing, acquiring, constructing, improving or completing Additional Projects, or for the purpose of refunding or paying any outstanding obligation of the Authority, or for any other purpose for which Subordinated Indebtedness may be issued under the Act and the Amended and Restated Senior Bond Resolution, subject to the conditions set forth in the Master Subordinated Indenture. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

Among other requirements, the Master Subordinated Indenture conditions the issuance of such Series of additional Priority Subordinated Indebtedness upon the delivery to the Subordinated Trustee of:

(a) a certification of an Authorized Authority Representative or an Airport Consultant that the Available Net Revenues for the last audited Fiscal Year, or any 12 consecutive months out of the 24-month period immediately preceding the date of issuance of the proposed Series of Priority Subordinated Indebtedness, were at least equal to 110% of Aggregate Annual Subordinated Debt Service due in such period with respect to all Outstanding Priority Subordinated Indebtedness, Unissued Priority Subordinated Program Obligations and the proposed Series of Priority Subordinated Indebtedness calculated in accordance with the Master Subordinated Indenture; or

(b) a certification of an Airport Consultant that:

(i) the Available Net Revenues for the last audited Fiscal Year, or any 12 consecutive months out of the 24-month period immediately preceding the date of issuance of the proposed Series of Priority Subordinated Indebtedness or the establishment of proposed Program of Priority Subordinated Indebtedness, were at least equal to 110% of Aggregate Annual Subordinated Debt Service due in such period with respect to all Outstanding Priority Subordinated Indebtedness (not including the proposed Series of Priority Subordinated Indebtedness or proposed Program of Priority Subordinated Indebtedness);

(ii) the Authority will be in compliance with its rate covenant under the Master Subordinated Indenture (see " - Rate Covenant under Master Subordinated Indenture" below) during the period, if any, beginning with the start of the first full Fiscal Year following the issuance of the proposed Series of Priority Subordinated Indebtedness and continuing through and including the last Fiscal Year during any part of which interest on such Series of Priority Subordinated Indebtedness is expected to be paid from the proceeds of such Series of Priority Subordinated Indebtedness; and

(iii) for each Fiscal Year beginning with the first full Fiscal Year following the proposed issuance of such Series of Priority Subordinated Indebtedness and ending with the later of (a) the third full Fiscal Year following the proposed issuance of such Series of Priority Subordinated Indebtedness, or (b) the second full Fiscal Year during which no interest on such Series of proposed Priority Subordinated Indebtedness is expected to be paid from the proceeds thereof, the estimated Available Net Revenues for each Fiscal Year will be at least equal to 110% of the Aggregate Annual Subordinated Debt Service for each respective Fiscal Year with respect to all Priority Subordinated Indebtedness Outstanding on the date of issuance of the proposed Series of Priority Subordinated Indebtedness and Unissued Priority Subordinated Program Obligations calculated in accordance with the Master Subordinated Indenture.

The Master Subordinated Indenture also provides that Secondary Subordinated Indebtedness may be issued or incurred under the Master Subordinated Indenture for the purpose of financing, acquiring, constructing, improving or completing Additional Projects, for the purpose of refunding or paying any outstanding obligation of the Authority, or for any other purpose for which Secondary Subordinated Indebtedness may be issued or incurred under the Amended and Restated Senior Bond Resolution, subject to the conditions set forth in the Master Subordinated Indenture. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto. Among other requirements, the Master Subordinated Indenture conditions the issuance of such Series of additional Secondary Subordinated Indebtedness upon the delivery to the Subordinated Trustee of a certification of an Authorized Authority Representative or an Airport Consultant that, taking into account the debt service becoming due on such proposed Secondary Subordinated Indebtedness, the Authority will be in compliance with its rate covenant under the Master Subordinated Indenture for each of the first two Fiscal Years during which such Secondary Subordinated Indebtedness will be Outstanding. See " - Rate Covenant under Master Subordinated Indenture" below. The Existing Lines of Credit are the only Secondary Subordinated Indebtedness currently outstanding, and the debt service thereon is included when calculating compliance with the rate covenant for any such proposed Secondary Subordinated Indebtedness. See "AUTHORITY INDEBTEDNESS - Outstanding Subordinated Indebtedness" herein.

For purposes of calculating Aggregate Annual Subordinated Debt Service in connection with the foregoing conditions to the issuance of such Series of additional Priority Subordinated Indebtedness, if Available Revenues, or State and/or federal grants or other moneys have been irrevocably committed or are held by the Subordinated Trustee or another fiduciary and are to be set aside exclusively to be used to pay principal and/or interest on specified Subordinated Obligations pursuant to an Issuing Instrument or a Supplemental Subordinated Indenture (and are not otherwise required for payment of Senior Bonds) (collectively, the "Committed Available Revenues"), then the principal of, interest on and premium, if any, to be paid from such Committed Available Revenues or from earnings thereon are disregarded and are not included in calculating Aggregate Annual Subordinated Debt Service. As a result, the issuance of any additional Series of Priority Subordinated Indebtedness for which all or a portion of the Annual Debt Service is payable from Committed Available Revenues, may result in a dilution of the Available Net Revenues available to pay the Annual Debt Service on any then outstanding Series of Priority Subordinated Indebtedness to the extent any such Committed Available Revenues are insufficient to pay the Annual Debt Service on the allocable portion of such Series of Priority Subordinated Indebtedness.

Rate Covenant under the Master Subordinated Indenture

The Authority has covenanted in the Master Subordinated Indenture that, while any of the Subordinated Obligations secured under the Master Subordinated Indenture remain Outstanding, the Authority will establish, fix, charge, prescribe and collect rates, fees, rentals and charges for the use of the Airport System and for any services rendered in connection therewith, and will revise such rates, fees, rentals and charges as often as may be necessary or appropriate, so that the sum of (a) Available Net Revenues, plus (b) Available Revenues pledged to or irrevocably committed to pay principal of, premium, if any, and interest on a Series of Subordinated Obligations in an amount not to exceed the Annual Subordinated Debt Service on such Series of Subordinated Obligations coming due in such Fiscal Year, plus (c) any Transfers for each Fiscal Year will be at least equal to 100% of the aggregate amount the Authority is required to apply and/or deposit during such Fiscal Year pursuant to Section 8.02 (a) through (d) of the Master Subordinated Indenture. See "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto. For purposes of the Master Subordinated Indenture, 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 (including, without limitation, payment of principal of, premium, if any, or interest on any Senior Bonds or Subordinated Obligations and any payments into an account within the Subordinated Debt Service Reserve Fund), plus (ii) amounts paid from the Discretionary Fund during such Fiscal Year toward Operating and Maintenance Expenses or the principal of, premium, if any, or interest on any Subordinated Obligations, minus (iii) amounts deposited in the Discretionary Fund during such Fiscal Year, or (b) ten percent of the principal of, premium, if any, and interest on the Outstanding Priority Subordinated Indebtedness payable during such Fiscal Year.

Flow of Funds under the Master Subordinated Indenture

The Master Subordinated Indenture requires that the Authority deposit or cause to be deposited into the Subordinated Revenue Fund sufficient Pledged Subordinated Revenues to make the deposits generally described below. See " - Pledged Subordinated Revenues" above and "APPENDIX C - MASTER SUBORDINATED INDENTURE" attached hereto.

The Authority is required to deposit into the Subordinated Revenue Fund sufficient Pledged Subordinated Revenues to make the deposits described in (a) and (b) below:

(a) First, into the Priority Subordinated Debt Service Fund and then pro rata by deposit into the Debt Service Accounts for each Series of Priority Subordinated Indebtedness an amount which, together with other amounts deposited therein as described below, equals (i) 1/6 of the interest maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments on the Priority Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," due on the next semiannual interest payment date with respect to Priority Subordinated Indebtedness that bears interest payable semiannually, (ii) the amount of interest next maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments on the Priority Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," due on Priority Subordinated Indebtedness that bear interest payable monthly and the amount of interest accruing in such month on Priority Subordinated Indebtedness that bears interest payable on other than a monthly or semiannual basis (other than Capital Appreciation Subordinated Obligations), (iii) 1/12 of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable during the current Fiscal Year on the various Series of Priority Subordinated Indebtedness that are Serial Bonds that mature annually, and 1/6 of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable on the next maturity date in such Fiscal Year on the various Series of Priority Subordinated Indebtedness that are Serial Bonds that mature semiannually, and (iv) 1/12 of the sum of Amortization Installments and the unamortized principal balances of the Term Bonds coming due in the current Fiscal Year plus, with respect to Capital Appreciation Subordinated Obligations, accreted interest, and any redemption premium payable with respect thereto, coming due during the current Fiscal Year with respect to any Series of Priority Subordinated Indebtedness that are Term Bonds, until there are sufficient funds then on deposit in the Debt Service Account for each Series of Priority Subordinated Indebtedness equal to the principal, interest, redemption payments

and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) due on the Priority Subordinated Indebtedness on the next principal, interest and redemption dates, respectively, in such Fiscal Year.

Deposits will be increased or decreased to the extent required to pay principal, premium, if any, interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) on the Priority Subordinated Indebtedness coming due, after making allowance for any accrued and Capitalized Interest and taking into account deficiencies in prior months' deposits. Additionally, unless the Authority will establish a different procedure for the payment or deposit of monthly interest on Variable Rate Indebtedness, there will be deposited into the applicable Debt Service Account in lieu of the monthly interest deposit described above, the interest accruing on such Priority Subordinated Indebtedness for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the 15th day of such month will continue through the end of such month. On or before each interest payment date, the Authority will make up any deficiencies in such interest deposit based on the actual interest accruing through such date.

Notwithstanding the foregoing deposit requirements, for any interest period of less than six months, the Authority will make monthly deposits into the applicable Debt Service Account in amounts that will be sufficient to amortize interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) next coming due on the Priority Subordinated Indebtedness on the next interest payment date in substantially equal monthly installments.

(b) Next, by deposit pro rata to the appropriate accounts in the Priority Subordinated Debt Service Reserve Fund with respect to each Series of Priority Subordinated Indebtedness designated by an Issuing Instrument to be secured by an account therein, until the amounts in such account equal the Reserve Requirement (if any) for each applicable Series of Priority Subordinated Indebtedness, or the portion thereof that is required as of such date to be funded if the Authority has elected to fund the Reserve Requirement in installments pursuant to the terms of the Master Subordinated Indenture.

After making the deposits described in (a) and (b) above, the Authority will deposit into the Subordinated Revenue Fund sufficient Pledged Secondary Subordinated Revenues to make the deposits in paragraphs (c) and (d) below.

(c) Next, into the Secondary Subordinated Debt Service Fund and then pro rata by deposit into the Debt Service Account for each Series of Secondary Subordinated Indebtedness an amount which, together with other amounts deposited therein as described below, equals (i) 1/6 of the interest maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments due on the Secondary Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," on the next semiannual interest payment date with respect to Secondary Subordinated Indebtedness that bears interest payable semiannually, (ii) the amount of interest next maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments due on Secondary Subordinated Indebtedness that bears interest payable monthly and the amount of interest accruing in such month on Secondary Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," that bears interest payable on other than a monthly or semiannual basis (other than Capital Appreciation Subordinated Obligations), (iii) 1/12 of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable during the current Fiscal Year on the various Series of Secondary Subordinated Indebtedness that are Serial Bonds that mature annually, and 1/6 of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable on the next maturity date in such Fiscal Year on the various Series of Secondary Subordinated Indebtedness that are Serial Bonds that mature semiannually, and (iv) 1/12 of the sum of Amortization Installments and the unamortized principal balances of the Secondary Subordinated Indebtedness that are Term Bonds coming due in the current Fiscal Year plus, with respect to Capital Appreciation Subordinated Obligations, accreted interest, and any redemption premium payable with respect thereto, coming due during the current Fiscal Year with respect to the various Series of Secondary Subordinated Indebtedness that are Term Bonds, until there are sufficient funds then on deposit in the Debt Service Account for each Series of Secondary Subordinated Indebtedness equal to the principal, interest, redemption and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument)

due on the Secondary Subordinated Indebtedness on the next principal, interest and redemption dates, respectively, in such Fiscal Year.

Deposits will be increased or decreased to the extent required to pay principal, premium, if any, interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) on the Secondary Subordinated Indebtedness coming due, after making allowance for any accrued and capitalized interest and taking into account deficiencies in prior months' deposits. Additionally, unless the Authority will establish a different procedure for the payment or deposit of monthly interest on Variable Rate Indebtedness, there will be deposited into the applicable Debt Service Account in lieu of the monthly interest deposit described above, the interest accruing on such Secondary Subordinated Indebtedness for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the 15th day of such month will continue through the end of such month. On or before each interest payment date, the Authority will make up any deficiencies in such interest deposit based on the actual interest accruing through such date. Notwithstanding the foregoing deposit requirements, for any interest period of less than six months, the Authority will make monthly deposits into the applicable Debt Service Account in amounts that will be sufficient to amortize interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) next coming due on the Secondary Subordinated Indebtedness on the next interest payment date in substantially equal monthly installments.

(d) Next, by deposit pro rata to the appropriate accounts in the Secondary Subordinated Debt Service Reserve Fund with respect to each series of Secondary Subordinated Indebtedness designated by an Issuing Instrument to be secured by an account therein, until the amounts in such account equal the Reserve Requirement (if any) for each applicable Series of Secondary Subordinated Indebtedness or the portion thereof that is required as of such date to be funded if the Authority has elected to fund the Reserve Requirement in installments pursuant to the terms of the Master Subordinated Indenture.

(e) The balance of funds remaining in the Subordinated Revenue Fund, if any, after provision for the amounts described in clauses (a) through (d) above have been made (other than accrued interest), will be transferred to the Subordinated Trustee for deposit in the Discretionary Fund and applied in accordance with the Amended and Restated Senior Bond Resolution. Any Hedge Termination Payment due or coming due with respect to a Series of Subordinated Obligations will be made only from available funds on deposit in the Discretionary Fund.

See "APPLICATION OF REVENUES" herein for a flow chart demonstrating the application of Authority revenues to the payment of Debt Service on Airport Facilities Revenue Bonds, Subordinated Indebtedness and other obligations.

LIEN STATUS OF THE BONDS

The Series 2024 Senior Bonds are Airport Facilities Revenue Bonds under the Amended and Restated Senior Bond Resolution and have a pledge of, lien on and source of payment from Revenues that is on a parity with the Outstanding Senior Bonds and any Additional Bonds and Refunding Bonds hereafter issued under the Amended and Restated Senior Bond Resolution and senior to the Outstanding Priority Subordinated Indebtedness, which will include the Series 2024 Subordinated Bonds, the Outstanding Secondary Subordinated Indebtedness (which includes the Existing Lines of Credit), and any additional Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness hereafter issued under the Master Subordinated Indenture and other unsecured subordinated financial obligations of the Authority (such as the OUC Obligation). See “AUTHORITY INDEBTEDNESS – Outstanding Subordinated Indebtedness” and “ – OUC Global Agreement” herein.

The Series 2024 Subordinated Bonds are being issued under the Master Subordinated Indenture as Priority Subordinated Indebtedness. The Series 2024 Subordinated Bonds have a lien on the Pledged Subordinated Revenues on parity as to payment with the Outstanding Priority Subordinated Indebtedness and any Priority Subordinated Indebtedness hereafter issued under the Master Subordinated Indenture, are senior to the Outstanding Secondary Subordinated Indebtedness (which includes the Existing Lines of Credit), and any additional Secondary Subordinated Indebtedness hereafter issued under the Master Subordinated Indenture and other unsecured subordinated financial obligations of the Authority (such as the OUC Obligation), and subordinate to Outstanding Senior Bonds, including the Series 2024 Senior Bonds, and any Additional Bonds and Refunding Bonds hereafter issued under the Senior Bond Resolution. See “AUTHORITY INDEBTEDNESS – Outstanding Subordinated Indebtedness” and “ – OUC Global

Agreement" herein, and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto.

LIMITED OBLIGATIONS

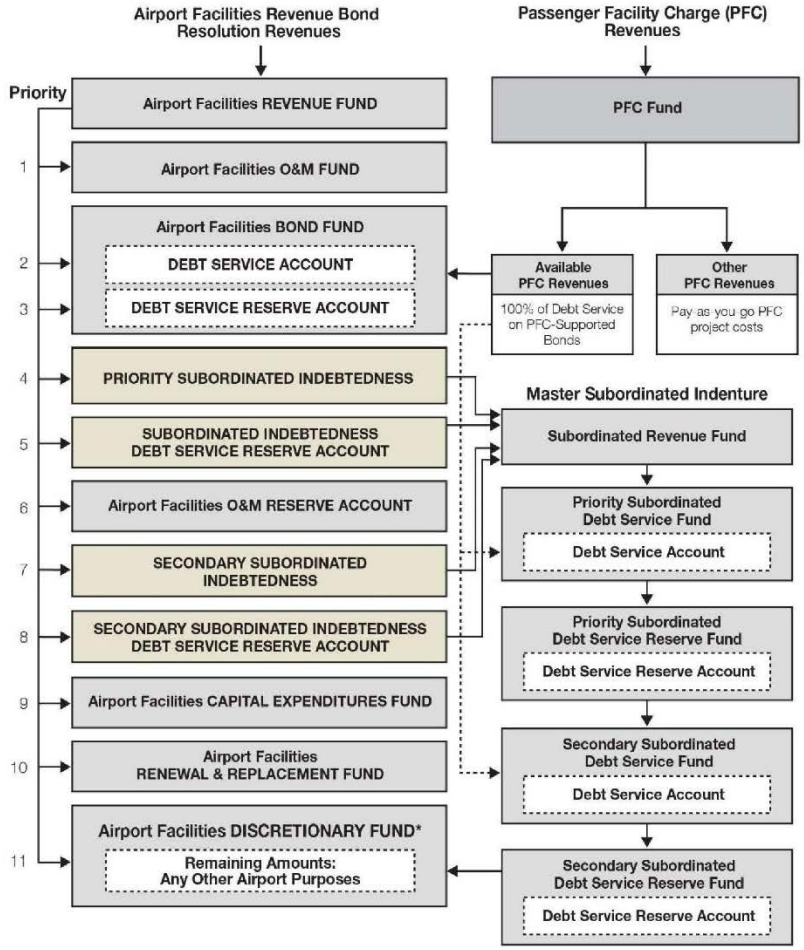
THE BONDS WILL NOT BE OR CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY, THE AUTHORITY, THE STATE OR ANY OTHER POLITICAL SUBDIVISION IN THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION. THE BONDS AND THE OBLIGATIONS EVIDENCED THEREBY WILL NOT CONSTITUTE NOR BE A LIEN UPON ANY PROPERTY OF THE CITY OR THE AUTHORITY, EXCEPT WITH RESPECT TO THE SERIES 2024 SENIOR BONDS THE PLEDGED FUNDS TO THE EXTENT PROVIDED IN THE SENIOR BOND RESOLUTION AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. NEITHER THE GENERAL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR ANY PREMIUM OR INTEREST THEREON AND NO REGISTERED OWNER OF A BOND WILL 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 THE PRINCIPAL OF ANY BOND OR ANY PREMIUM OR INTEREST THEREON, AND THE CITY AND THE AUTHORITY ARE NOT AND WILL NEVER BE UNDER ANY OBLIGATION TO PAY THE PRINCIPAL OF, INTEREST ON OR ANY PREMIUM WITH RESPECT TO THE BONDS EXCEPT WITH RESPECT TO THE SERIES 2024 SENIOR BONDS FROM THE PLEDGED FUNDS, IN THE MANNER PROVIDED IN THE SENIOR BOND RESOLUTION AND WITH RESPECT TO THE SERIES 2024 SUBORDINATED BONDS THE PLEDGED SUBORDINATED REVENUES TO THE EXTENT PROVIDED IN THE SUBORDINATED INDENTURE. THE AUTHORITY HAS NO TAXING POWER.

APPLICATION OF REVENUES

The following diagram presents a summary of the application of Revenues and PFC Revenues to various funds and accounts as governed by the provisions of the Senior Bond Resolution and the Master Subordinated Indenture. A more complete description of the application of Revenues and PFC Revenues is included in "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto and the Master Subordinated Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS – Revenues" " - Available PFC Revenues" for a description of the types of income and revenues of the Authority included in the definition of Revenues as well as a description of the 2024 Available PFC Revenues and "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" and " - Customer Facility Charges" herein for a description of these two sources of revenues of the Authority which are excluded from the definition of Revenues.

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FLOW OF FUNDS UNDER THE SENIOR BOND RESOLUTION AND SUBORDINATED INDENTURE
Orlando International Airport



* Payments on the OUC Obligation are paid out of the Discretionary Fund. See "AUTHORITY INDEBTEDNESS – OUC Global Agreement" herein.

AUTHORITY INDEBTEDNESS

Outstanding Senior Bonds

The following table presents the list of Outstanding Senior Bonds under the Senior Bond Resolution along with the principal amounts thereof which were Outstanding as of October 31, 2024. Certain Senior Bonds and Subordinated Obligations which were defeased on or prior to October 31, 2024 are no longer Outstanding under the Senior Bond Resolution and have been excluded from the table. The Outstanding Senior Bonds have a prior lien on the Pledged Funds senior in all respects to the lien granted in favor of the Subordinated Obligations issued under the Master Subordinated Indenture.

Outstanding Senior Bonds as of October 31, 2024	Outstanding Principal Amount[(1)]
Airport Facilities Revenue Bonds (AMT), Series 2015A	$169,845,000
Airport Facilities Revenue Bonds (Non-AMT), Series 2016B	79,380,000
Airport Facilities Taxable Refunding Revenue Bonds, Series 2016C	61,515,000
Airport Facilities Revenue Bonds (AMT), Series 2019A	1,015,400,000
Airport Facilities Revenue Bonds (AMT), Series 2022A	177,410,000
Airport Facilities Taxable Revenue Bonds, Series 2022B	64,050,000
Airport Facilities Refunding Revenue Bonds (AMT), Series 2022C	6,055,000
Airport Facilities Refunding Revenue Bonds (Non-AMT), Series 2022D	16,515,000
Airport Facilities Taxable Refunding Revenue Bonds, Series 2022E	9,445,000
Total Outstanding Senior Bonds	**$1,599,615,000**

(1) Totals may not add due to rounding.

Outstanding Subordinated Indebtedness

Pursuant to the Master Subordinated Indenture, the Authority is permitted to issue both Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness as authorized under the Amended and Restated Senior Bond Resolution, that (a) are subordinate to the Senior Bonds as to the pledge of, lien on and source of payment from the Pledged Funds, and (b) are on parity with certain other Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness (as applicable) as to the pledge of, lien on and source of payment from Pledged Subordinated Revenues.

Priority Subordinated Indebtedness. The Authority has previously issued and has outstanding as of October 31, 2024, under the Master Subordinated Indenture the following series of Priority Subordinated Indebtedness: (a) its Priority Subordinated Airport Facilities Revenue Refunding Bonds, Series 2016 (AMT) in the original aggregate principal amount of $76,930,000 (the "Series 2016 Subordinated Bonds"), and (b) its Priority Subordinated Airport Facilities Revenue Refunding Bonds, Series 2017A (AMT) in the original aggregate principal amount of $923,830,000 (the "Series 2017A Subordinated Bonds" and together with the Series 2016 Subordinated Bonds, the "Outstanding Subordinated Bonds").

Secondary Subordinated Indebtedness. The Authority has entered into a revolving credit agreement with Bank of America, N.A., in the authorized amount of $275,000,000 which expires on July 31, 2026 (the "Bank of America Line of Credit") and a revolving credit agreement with Wells Fargo Bank, National Association, in the authorized amount of $275,000,000 which expires on March 31, 2026 (the "Wells Fargo Line of Credit" and, together with the Bank of America Line of Credit, the "Existing Lines of Credit"). The Authority primarily draws on the Existing Lines of Credit for 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. However, a draw on the Wells Fargo Line of Credit was made on a taxable, fixed term basis that was used to refund a portion of the Authority's Airport Facilities Revenue Bonds, Series 2016A (AMT) and Airport Facilities Revenue Bonds, Series 2016B (Non-AMT). Payments on such draw are due in Fiscal Years 2025 and 2026. The Authority intends to continue using the

Existing Lines of Credit to provide interim financing for portions of the 2024 – 2029 Capital Improvement Program and intends to renew the Existing Lines of Credit prior to their expiration dates. See "CAPITAL IMPROVEMENT PROGRAM" herein.

The following table presents the list of Outstanding Subordinated Indebtedness under the Master Subordinated Indenture along with the principal amounts thereof outstanding as of November 27, 2024. Certain Subordinated Obligations which were defeased on or prior to October 31, 2024 are no longer outstanding under the Master Subordinated Indenture and have been excluded from the table.

Outstanding Subordinated Indebtedness as of November 27, 2024

	Authorized Amount	Interim Financing	Taxable Advance Refunding	Outstanding Principal Amount[1]
Priority Subordinated Indebtedness				
Series 2016 Subordinated Bonds				$ 20,575,000
Series 2017A Subordinated Bonds				836,920,000
Total Priority Subordinated Indebtedness:				$857,495,000
Secondary Subordinated Indebtedness				
Wells Fargo Line of Credit	$275,000,000	$21,552,531	$31,032,500	$52,585,031[2]
Bank of America Line of Credit	275,000,000	42.068.144	-	42,068,144[2]
Total Secondary Subordinated Indebtedness:	$550,000,000	$63,620,671	$31,032,500	$ 94,653,175

(1) Numbers may not add due to rounding.
(2) The Authority plans to use a portion of the proceeds of the Series 2024 Bonds to pay down approximately $59.34 million of principal amount on the Existing Lines of Credit along with associated accrued interest. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Under the Master Subordinated Indenture, the Authority may enter into, and have outstanding at any time, Other Parity Indebtedness consisting of the Line of Credit Indebtedness (including the Existing Lines of Credit) in an aggregate principal amount not to exceed $550,000,000 without having to satisfy the additional indebtedness requirements under the Master Subordinated Indenture.

The Authority may issue in the future certain additional Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness, payable as provided in the Master Subordinated Indenture or the Issuing Instrument, after payment of such amounts as necessary to pay Outstanding Senior Bonds under the Senior Bond Resolution. See "CAPITAL IMPROVEMENT PROGRAM" herein for more information regarding the Authority's current plans for financing capital projects.

OUC Global Agreement

As permitted under the Interlocal Cooperation Agreement between the Authority and Orlando Utilities Commission ("OUC"), the local public utility company, the Authority and OUC entered into that certain Amended and Restated Global Agreement on November 12, 2021, as amended (the "Global Agreement"), pursuant to which, among other things, the Authority agreed to build, and OUC agreed to finance, operate and monitor a central energy plant ("CEP"), and an emergency power generation and 12kV distribution facility ("EPG") for the South Terminal Complex. OUC agreed to staff the CEP with OUC personnel, including onsite personnel for management and provision of emergency response for the EPG. OUC also agreed to construct, own, operate and maintain a solar energy facility (collectively with the CEP and the EPG, the "OUC Projects"). The aggregate cost of the OUC Projects was $54,983,191 (the "OUC Project Construction Cost"), inclusive of a capital improvement fund, held by or on behalf of OUC, in the amount of $2,647,000, any portion of which not expended during the term of service will be returned to the Authority.

The Authority is obligated, under the Global Agreement, to make monthly payments to OUC over the 20-year term, which commenced November 3, 2022, the date of beneficial occupancy, which consists of two components: a

variable usage and maintenance charge and a fixed capacity charge. The variable usage charge is intended to be a pass-through by which OUC charges the Authority an amount equal to its utility costs based on market rate for the OUC Projects while the variable maintenance charge is based on the cost to maintain the OUC Projects with annual increases based on a percentage of the Consumer Price Index. For the approximate estimated annual charges during the Forecast Period, see Exhibit G to APPENDIX A hereto. Under the terms of the Global Agreement, OUC has agreed and acknowledged that all of the Authority's obligations to make the payments to OUC under the Global Agreement will be subordinate, in all respects, to all of the Authority's obligations under the Amended and Restated Senior Bond Resolution and the Master Subordinated Indenture. Such payments will be paid by the Authority from the Discretionary Fund after all required deposits are made as and when required by the Amended and Restated Senior Bond Resolution and the Master Subordinated Indenture. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS – Flow of Funds under the Senior Bond Resolution" and "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS Flow of Funds under the Master Subordinated Indenture" herein and APPENDIX B attached hereto. Pursuant to the terms of the Global Agreement, OUC will ultimately transfer ownership of the OUC Projects to the Authority for an agreed upon purchase price equal to the unamortized value of the OUC Projects upon the termination of the Global Agreement.

Any or all of the project agreements entered into pursuant to the Global Agreement may be terminated by either party at year ten. If the agreement is terminated at year ten, the Authority retains the option of purchasing the capital assets of the terminated OUC Project from OUC at a value equal to the unamortized cost of the assets as of the date of termination or prior to year ten if a regulatory authority with control over the OUC Projects determines such OUC Project is not in compliance with laws, rules or regulations or in the event the Authority decides expansion of the OUC Projects is necessary and negotiations are not finalized within one year.

The principal amount outstanding under the OUC Obligation is $52,117,986 as of October 31, 2024.

Interest Rate Swap Agreements

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 lien on the Pledged Funds on parity with Senior Bonds issued under the Senior Bond Resolution or on parity with certain Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness, 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 funds on deposit in the Discretionary Fund.

CFC Indebtedness

Pursuant to a resolution of the Authority adopted on August 20, 2008, as amended and restated on August 19, 2009, February 18, 2015 and June 21, 2017 (collectively, the "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, which, as of November 1, 2024, was imposed at a rate equal to $9.00 per transaction day up to a maximum of seven days. See "CAPITAL IMPROVEMENT PROGRAM – Ground Transportation and Other Projects" herein for a discussion of the financing for the anticipated ConRAC.

Pursuant to the CFC Enabling Resolution, CFCs may be used by the Authority to cash fund the costs and expenses of, or pay debt service for, financing, interim financing, designing, constructing, operating, relocating, and maintaining (a) rental automobile related facilities or Customer Service Facilities, which include any facility operated by a Concessionaire (as defined in the CFC Enabling Resolution) for the processing and/or servicing of, or for the delivery of automobiles rented to its customers located on the Premises (as defined in the CFC Enabling Resolution), or within the applicable radius from the Airport, (b) facilities to be modified, improved, or relocated to accommodate rental automobile related facilities at the Airport or the Customer Service Facilities (as defined in the CFC Enabling Resolution), and (c) to the extent not needed to satisfy reasonably expected project costs or debt service due, when considering projected CFC receipts, for rental automobile related facilities set forth in the 2024 - 2029 Capital

Improvement Program (e.g., CFCs and projected CFCs in excess of CFC obligations for rental automobile related facilities), any other project or facility for which general airport revenues may be used pursuant to the Act or to the extent pledged as a source of repayment for debt issued under the Senior Bond Resolution, any project or facility financed with such debt. The Authority may pledge CFCs to repay obligations issued to finance projects permitted by the CFC Enabling Resolution, as debt service offsets for such projects, to repay financing or interim financing for such projects or as revenues pledged to a particular lien of revenue bonds issued for such projects, subject to conditions and terms approved by the Authority at that time. CFCs not needed for project financing may be used for any other lawful purpose permitted by the Act, the Amended and Restated Senior Bond Resolution and the Master Subordinated Indenture. See "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto and "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS – Pledged Subordinated Revenues under the Master Subordinated Indenture" for more information on the ability of the Authority to designate all or a portion of CFCs as Available CFC Revenues.

On March 29, 2018, the Authority issued, under and pursuant to the 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"), its Taxable Revenue Note (CFC Ground Transportation Project), Series 2018 in the original aggregate principal amount of $160,000,000 (the "2018 CFC Bank Note") with an interest rate of 3.48% and a term of nine years. The 2018 CFC Bank Note is a limited obligation of the Authority, payable solely from and secured by a pledge of CFCs and other funds pledged under the CFC Indenture. All indebtedness secured by, or payable from, CFCs are herein referred to as "CFC Indebtedness."

The proceeds of the 2018 CFC Bank Note were used to pay or reimburse the Authority for a portion of the costs and expenses of financing, designing, constructing, operating, relocating, and maintaining the CFC Ground Transportation Project (as described below), funding all or a portion of the CFC Stabilization Fund Requirement (as defined in the CFC Indenture), and paying certain costs of issuance. The 2018 CFC Bank Note was structured as a drawdown note, the proceeds of which were drawn over an 18-month period, with the full amount having been drawn and deposited under the CFC Indenture by October 1, 2019. The outstanding balance of the 2018 CFC Bank Note as of October 31, 2024 is $57,993,738.

The "CFC Ground Transportation Project" included a portion of certain ground transportation projects, including the South Terminal Complex Parking and Ground Transportation Facility, Rental Car Storage Lot and the Rental Car quick turnaround areas ("QTA") facility funded from the proceeds of the 2018 CFC Bank Note or available CFCs.

CFCs are not included in the definition of Revenues under the Amended and Restated Senior Bond Resolution, however under certain circumstances, CFCs may be designated as Available CFC Revenues under an Issuing Instrument and used to pay principal of and interest on Bonds to the extent that the Authority designates all or a portion thereof in a Supplemental Resolution as Available CFC Revenues.

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The Authority currently has no plans to designate CFCs as Available CFC Revenues; however, the Authority currently anticipates funding a portion of the 2024 – 2029 Capital Improvement Program (approximately $1,545.4 million) with CFC Indebtedness or available CFCs. For instance, the Authority is currently exploring financing options to finance certain portions of the 2024 – 2029 Capital Improvement Program such as pay-go, taxable CFC bonds, a TIFIA loan and/or a RRIF loan, which would include a pledge of CFCs and would constitute CFC Indebtedness. As of the date hereof, the Authority is also in the preliminary stages of applying for a TIFIA loan and/or RRIF loan for ground transportation projects that would include the ConRAC.

2024-2029 CIP - CFC Funded	**Cost Estimate (in millions)**
ConRAC	$1,435.5
Ground Transportation Facility (GTF) Pedestrian Bridge	83.2
Terminal A&B Rental Car Counter & Lobby Improvements	16.0
RAC QTA Improvements	8.7
Terminal C Enhancements	2.0
Total	$1,545.4

The Authority currently expects to use CFCs to (a) pay principal and interest payments on the 2018 CFC Bank Note, (b) fund certain project costs for the 2024-2029 Capital Improvement Program with CFC Indebtedness and on a pay-as-you-go basis and (c) fund other project costs permitted under the CFC Enabling Resolution.

See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Rental Automobile Concessions" and "CAPITAL IMPROVEMENT PROGRAM" herein and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto for more information regarding the use of CFCs and Available CFC Revenues.

Issuance of Additional Obligations

In addition to the Series 2024 Bonds, the Authority currently expects to issue Additional Bonds in the form of Senior Bonds or Priority Subordinated Bonds in Fiscal Years 2025 through 2029 to fund approximately $911.1 million of the costs associated with various portions of the 2024 - 2029 Capital Improvement Program (the "2026 Bonds"). The Series 2024 Bonds and the 2026 Bonds are included as part of the financial forecasts in the Report of the Airport Consultant. See APPENDIX A attached hereto. In addition, the Authority may issue Senior Bonds, Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness (or a combination of the foregoing) in connection with financing or refinancing opportunities that: (a) lower costs of borrowing and/or maximize savings in accordance with long term planning objectives, and/or (b) provide funding for projects approved by the Board. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Additional Bonds under the Senior Bond Resolution" and "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS – Limitations on Additional Subordinated Indebtedness" herein and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" and "APPENDIX C – MASTER SUBORDINATED INDENTURE" attached hereto for further details on the requirements relating to the issuance of Senior Bonds and the Master Subordinated Indenture relating to the issuance of Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness.

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 will automatically assume all of the Authority's obligations under the Senior Bond Resolution, the Master Subordinated Indenture and the CFC Indenture and all of the liabilities of the Authority with respect to the Airport, but all such obligations or liabilities, including debt service on any Senior Bonds, Priority Subordinated Indebtedness,

Secondary Subordinated Indebtedness and CFC Indebtedness which are outstanding on and after the expiration of the Transfer Agreement, will continue to be limited obligations payable solely from their respective pledged 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 ORL.

The Authority also operates ORL as a general aviation airport. ORL does not constitute a part of the Airport System and revenues derived from the operation of ORL are not pledged to payment of the Senior Bonds, Priority Subordinated Indebtedness, Secondary Subordinated Indebtedness and CFC Indebtedness or the interest or premium, if any, thereon. Likewise, the Authority may not expend Revenues on the operation of ORL unless the "Airport System" is revised to include that airport. However, the Authority may include ORL within the definition of the Airport System by a future Supplemental Resolution to the Amended and Restated Senior Bond Resolution, and upon delivery to the Senior Trustee of (a) confirmation from each Rating Agency then maintaining a rating at the request of the Authority on any Senior Bonds, Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness outstanding that adding ORL to the Airport System will not result in a reduction or withdrawal of the credit ratings then assigned to the Bonds and Subordinated Indebtedness outstanding 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 Senior Bonds, Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness outstanding under the Senior Bond Resolution. See "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto. Currently, the Authority has no plans to include ORL within the Airport System.

The Airport is located in Central Florida, nine miles southeast of downtown Orlando in Orange County, Florida. The Airport occupies approximately 11,605 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 2,817,933 in 2023, 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. In 2023, more than 74 million people visited the Orlando MSA. The area also features significant convention and cruise ship activity. Additionally, from 1980 to 2023, Tourist Development Tax ("TDT") revenue collections in the County have continued to grow despite domestic and international economic and geopolitical dislocations, with a compounded annual growth rate from 1980 to 2023 of 8.4%. The Airport enplanement growth reflects similar rates of resilience and growth during that same period, with a compound annual growth rate from 1980 to 2023 of 5.1%.

In addition to tourism, the Orlando MSA's economy features increasing diversification via healthcare, aerospace and defense, finance, advanced manufacturing, and a large education sector with several colleges and universities, including the University of Central Florida with an enrollment of more than 69,000 students.

Florida is also seeing an increasing positive economic impact from the space industry. Florida is the launch capital of the nation, with three spaceports, including the original spaceport at Cape Canaveral, which have hosted over 70 launches year-to-date through October 31, 2024. According to Space Florida, the aerospace economic development agency of the State of Florida, since its inception in 2007, the economic impact of the space industry was $5.9 billion through the end of 2022. According to Space Florida's projections, this number is expected to be approximately $5.3 billion for 2023–2027. Additionally, over 141,000 Floridians work in Florida's Aviation and Aerospace industries including large numbers of rocket scientists, machinists, pilots, engineers, and other flexible, highly-skilled workers.

The Airport was the busiest airport in Florida in terms of enplaned passengers in Fiscal Years 2018–2021 and 2023, with over 27.2 million revenue enplaned passengers in 2023 (27% of revenue enplaned passengers at all Florida airports for that year), nearly 23.6 million revenue enplaned passengers in 2022 (25% of revenue enplaned passengers at all Florida airports for that year) and over 16.5 million revenue enplaned passengers in 2021 (25% of revenue enplaned passengers at all Florida airports for that year) and was the 7th busiest in the United States and the 18th busiest in the world in calendar year 2023. The Airport was the second busiest airport in the United States in terms of origin and destination for the 12-month period ended June 30, 2024. Enplaned passengers at the Airport for Fiscal Year 2024 were approximately 29.1 million revenue enplaned passengers, which was an increase of 4.1% in enplaned passengers from Fiscal Year 2023.

The current fiscal year of the Authority is the 12-month period beginning on October 1 and ending on September 30 (the "Fiscal Year").

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, Florida. 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 current Board members and their respective term expiration dates are provided below.

Board Member	Term
Tim Weisheyer, Chairman	April 16, 2024*
Dr. John L. Evans, Jr., Vice Chairman	April 16, 2026
Joe Nunziata, Treasurer	April 16, 2028
The Honorable Buddy Dyer, Mayor	Term in Office
The Honorable Jerry Demings, Mayor	Term in Office
M. Carson Good	April 16, 2026
Stephanie Kopelousos	April 16, 2028

The Airport System is managed by a Chief Executive Officer who oversees a staff of approximately 955 employees (includes full-time, part-time and temporary employees) as of June 30, 2024. On September 18, 2024, the Chief Executive Officer, Kevin J. Thibault, announced plans to resign effective January 31, 2025. At the Authority's October 16, 2024 Board meeting, the Authority's Board began discussions regarding the process for determining Mr. Thibault's successor. It is anticipated that Mr. Thibault will remain as Chief Executive Officer of the Authority until his successor is named. The Authority's Board anticipates completing its search for Mr. Thibault's successor by April 2025.

Biographical data concerning the Chief Executive Officer and certain other key officials of the Authority is set forth below.

Kevin J. Thibault. Mr. Thibault, P.E., is the Chief Executive Officer of the Authority. As Chief Executive Officer, he is responsible for the operation and management of both the Airport and ORL. Prior to joining the Authority, Mr. Thibault served as Secretary of FDOT, where he was responsible for coordinating the planning and development of a safe, viable, and balanced transportation system, including multimodal facilities. Throughout his 19 years with FDOT, Mr. Thibault consistently focused on the importance of partnerships to deliver the transportation needs of the state. Mr. Thibault has spent half of his professional career in the private sector, providing transportation consulting services throughout the United States, and in many Canadian provinces as well. Mr. Thibault received his Bachelor of Science Degree in Civil Engineering from the University of Massachusetts Dartmouth.

* Chairman Weisheyer continues to serve on the Board in a de facto capacity and is anticipated to continue serving in such de facto capacity until he is re-affirmed as a member of the Board or a successor is appointed.

Kathleen M. Sharman. Ms. Sharman is the Chief Financial Officer for the Authority. As Chief Financial Officer, she is responsible for managing the over $941 million-dollar-plus annual operating budget and a $5.4 billion capital program. She has more than 30 years of senior financial leadership experience across multiple transportation modes, as well as solid waste and real estate industries in the public and private sectors. Prior to joining the Authority, Ms. Sharman served as the CFO and Treasurer of the New Jersey Transit Corporation, one of the nation's largest providers of bus, rail, and light rail transit with over 11,000 employees and an operating budget of over $2 billion. Her experience also includes CFO and Treasurer positions at Georgia's State Road and Tollway Authority and the South Jersey Transportation Authority, operator of the Atlantic City Expressway and the Atlantic City International Airport. She holds a Bachelor of Business Administration from George Washington University and is a Certified Public Accountant. She was recognized by The Bond Buyer as one of the 2018 Trailblazing Women in Public Finance and in November 2021 she was named Airport Council International's Finance Professional of the year (Large Airports) and one of Orlando Business Journal's Women Who Mean Business for 2022.

Richard J. Clarke. Mr. Clarke is the Chief Creative Officer for the Authority, with responsibility for customer experience, information technology and innovation programs for one of America's largest airports. He has a long career, with success at both large corporate entities, with technology start-ups, and as an entrepreneur. As an Executive at The Home Depot and Lowes, Mr. Clarke had P&L responsibility for greater than $4 billion of sales, overseeing nationwide in-home services programs. He has also worked in Silicon Valley, most recently as the Chief Revenue Officer for Design Everest, an online marketplace for the Architectural, Engineering and Construction (AEC) industry. As an entrepreneur, Mr. Clarke co-founded the digital marketing firm Frac.tl and has served as Chief Revenue Officer for two large Private Equity-backed HEP companies in the Southeastern U.S. Mr. Clarke received a Bachelor of Arts degree in Economics from Hamilton College and a Master's in Business Administration from Cornell University.

Anthony J. Davit. Mr. Davit P.E., PMP, currently serves as the Chief Operating Officer for the Authority. In this role, Mr. Davit directs the operational activities of the Authority, establishing and implementing an appropriate system of operational and administrative controls, policies, and procedures to accomplish the Authority's strategic and tactical objectives and key initiatives. He is responsible for actively leading and supporting all areas of the Authority Operations (at both the Airport and ORL), Capital Programs, Multimodal Planning, and Facilities. Additionally, he represents the Authority externally, maintaining strong working relationships with key community leaders as well as federal, state, and local officials. Prior to his current role, Mr. Davit was the Vice President of Attraction Development with Universal Creative, where he led delivery of attractions for the Universal Orlando Resort. Mr. Davit also held the position of Director, Corporate Real Estate Planning and Development, at United Airlines with a portfolio of over 125 projects valued at nearly $1 billion. Prior to these roles, Colonel Davit served 26 years in the U.S. Air Force. Mr. Davit obtained a Bachelor of Science in Civil Engineering from Purdue University and a Master of Science in Civil Engineering from the University of Illinois Urbana-Champaign. Mr. Davit is a registered Professional Engineer in the State of Florida and Texas and previously in Indiana.

Victoria Jaramillo. Ms. Jaramillo, Chief Development Officer for the Airport, is a longtime airport leader in the U.S. with more than 30 years of aviation experience in Orlando and Miami. Ms. Jaramillo joined the Authority in January 1994. She is responsible for air service development, cargo, real estate, airline relations and marketing. Ms. Jaramillo has brought dozens of new nonstop routes to the Airport including Frankfurt, Dubai, Sao Paulo, Amsterdam, Medellin, Bogotá, Lima, Dublin, Panama, Seattle, and San Diego among many others. Ms. Jaramillo previously worked as Senior Director Air Service Development & Marketing at the Airport and Chief of Aviation Marketing for Miami International Airport. Routes World, an international organization supporting the air transport industry, awarded Ms. Jaramillo the 2023 Individual Leadership Award. Orlando Business Journal named her one of Central Florida's 2019 game changers as well as the 2019 Businesswoman of the Year. She also was the winner of the 2018 Don Quixote Award for Professional of the Year by the Hispanic Chamber of Greater Orlando and Prospera. Ms. Jaramillo holds a Bachelor of Science degree in Marketing and Multinational Business from Florida State University.

Yovannie Rodriguez. Ms. Rodriguez is an Accredited Airport Executive and serves as the Chief Administrative Officer for the Authority. She represents the Authority's interest in a wide variety of matters related to all aspects of airport business and operations. She is responsible for the overall development and activities of Concessions, Small Business Programs, Records Management, Human Resources, and Regulatory Compliance. She assisted the CEO in developing the Authority's new strategic plan, establishing the framework for the Authority's key priorities through the next decade. Ms. Rodriguez has a hand in directing administrative objectives and administrative

controls, policies, and procedures. Born in Bayamon, Puerto Rico, Ms. Rodriguez is a licensed attorney with over 25 years experience in representing airports. She received her Juris Doctor degree from Florida State University and a Bachelor of Arts degree in Political Science from Stetson University. Ms. Rodriguez is certified in Project Management through Airports Council International for which she serves on the Legal Steering Committee. She has also been recognized by the Orlando Business Journal as a Top 40 Under 40. She was named as one of 2024's Women Who Move the Nation by the Conference of Minority Transportation Officials.

Kenyatta Y. Lee. Ms. Lee, Chief - External Affairs for the Authority, is a seasoned, results-driven leader in the transportation industry. As Chief - External Affairs, she oversees Public Affairs, Government Affairs, Board Services, and Special Projects. Prior to joining the Authority, Ms. Lee served as the Chief of Modal Development for the Florida Department of Transportation. In that role, she oversaw Florida's comprehensive multimodal network, which included the Offices of Aviation, Rail and Transit, Seaports, Spaceports, and Supply Chain. She led a team of transportation professionals dedicated to driving economic growth and enhancing communities through strategic partnerships across the state. Ms. Lee's previous leadership roles include Chief Administrative Officer for the Hillsborough Area Regional Transit Authority, Senior Manager of Technology and Innovation for the Jacksonville Transportation Authority, Senior Director for Administration for the Jacksonville Port Authority, and Senior Director of Finance and Administration for the Port of Palm Beach. She is a 2015 graduate of the prestigious Leadership APTA program, a highly competitive professional development initiative for transportation leaders, sponsored by the American Public Transportation Association. In 2018, she was recognized by the Tampa Bay Business Journal as Businesswoman of the Year. In 2024, she was selected to participate in Leadership Florida's Cornerstone Class 42. Ms. Lee holds a Bachelor of Science degree in Accounting from Bethune-Cookman University and a Master's in Business Administration from the University of Phoenix.

Airport Facilities

Airfield. The Airport has four north-south commercial aircraft runways and a two passenger terminal complexes located between the two sets of parallel runways. The runways are designated as Runway 18L/36R, Runway 18R/36L, Runway 17R/35L, and Runway 17L/35R. 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 Group VI aircraft (e.g., the Airbus A380 and Boeing 747-8). 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 complexes.

Runway	Length	Width
18L/36R	12,005 feet	200 feet
18R/36L	12,004 feet	200 feet
17R/35L	10,000 feet	150 feet
17L/35R	9,001 feet	150 feet

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 ("APMs") connecting the landside terminal to the airside buildings, an in-terminal Hyatt Regency Hotel (the "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 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. Terminals A and B in the North Terminal Complex are on opposite sides of the same building. The initial NTC landslide terminal along with Airsides 1 and 3 opened in 1981. Airside 4 opened in 1990 and Airside 2 opened in 2000 with additional gates added in 2006.

The North Terminal Complex landside terminal has ten levels. Level 1 accommodates ground transportation functions, including space for rental car and bus check-in counters as well as 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. Level 3 accommodates airline ticketing and departure

functions and most of the landside terminal space allocated to food/beverage and retail merchandise concessions. Except for the hotel areas, Levels 4 through 10 accommodate parking.

The 445-room Hotel with restaurants and conference facilities and is an integral part of the landside North 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.

The North Terminal Complex landside terminal is connected by APMs (branded as "Gatelink") 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. There is a Federal Inspection Services ("FIS") facility to accommodate international arrivals in Airside Building 4. The smaller FIS in Airside Building 1 closed upon the opening of Terminal C in September 2022. The FIS on Airside 4 has a throughput capacity that can accommodate approximately 3,000 arriving international passengers per hour. In addition to the 93 contact aircraft gates, the terminal apron provides aircraft parking for 22 remaining-over-night ("RON") spaces.

The North Terminal Complex landside terminal and airside buildings provide approximately 3.5 million square feet of enclosed space, excluding the Hotel, which comprises an additional 807,000 square feet. On a gross square footage basis, the North Terminal Complex, including the Hotel, the unenclosed roadways under the landside terminal, and the terminal rooftop parking, comprises approximately 6 million square feet.

The Terminal Link connects the North Terminal Complex and the South Terminal Complex with stations in both terminal complexes with a connection time of less than four minutes.

Intermodal Facility – South Terminal Link Station and Train Station. The Authority is a leader in multimodal connectivity in the U.S. for air, rail, and ground travel mode options, with the ultimate goal of fulfilling its vision to become the global leader in the evolution of mobility. The current focus of the multimodal connectivity is the Intermodal Facility Campus, which consists of the South Terminal Link Station, the Train Station, an associated entrance and departure roadways, which opened in November 2017. In September 2023, the Airport became one of the first U.S. airports to offer high-speed intercity passenger rail service.

The Train Station, which is adjacent to the South Terminal Link Station supports existing and future multimodal travel connections in the vicinity of the South Terminal Complex to provide greater connectivity to the region and the State and relieve congestion in the existing North Terminal Complex. It includes infrastructure improvements that can accommodate at least three rail systems: (1) the South Terminal Link Station, (2) the passenger train service between Miami and Orlando developed and provide by Brightline, which started service in September 2023 and (3) SunRail, Central Florida's commuter rail line, that is currently under study. SunRail's proposed Sunshine Corridor would expand its network to connect the Airport to the Orange County Convention Center and eventually International Drive and the Disney Springs area.

Brightline is a privately owned express intercity passenger rail service that connects Miami, Fort Lauderdale, West Palm Beach, and Orlando (via the station at the Airport). Brightline's agreement with the Authority has been amended to allow for potential additional connections, subject to certain conditions.

Parking Garage C is located on the South Entrance Road adjacent to the South Terminal Link Station ("Parking Garage C") and currently provides approximately 2,400 public parking spaces on Levels 3-6. Levels 1 and 2 are designated for rental car operations. The next proposed addition to this multimodal campus is the construction of the ConRAC.

South Terminal (or Terminal C)

Terminal C and its associated connected apron/taxiway encompasses approximately 300 acres within the Airport's footprint. Terminal C consists of the landside terminal with five levels including a Customs and Border Protection (CBP) facility that can process 2,000 passengers per hour; Baggage Handling System (BHS) that includes an Early Bag Storage (EBS) area housing approximately 1,758 individual pieces of luggage; Airside Concourse that has the ability to serve both international and domestic flights to accommodate 15 gates and 20 aircraft positions with Virtual Ramp Control that can safely and effectively track aircraft on the entire airport campus from a control room located in the terminal and operates in concert with an Advanced Visual Docking Guidance System to track aircraft

on the Terminal C apron area and allows for automated control of the aircraft to park at the gate during inclement weather; a Ground Transportation Facility; CEP, which is the chilled water plant for Terminal C and includes seven chillers with a combined installed capacity of 10,395 tons, which is operated by OUC under the OUC Global Agreement; and an Emergency Power Generation Plant ("EPG") that has seven stand-by 4000kW generator sets and electrical gear available under the OUC Global Agreement for its operation.

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 4 through 10 of the garages adjacent to the landside terminal. In addition, there are two cell lots and a travel plaza.

There are 22,809 public parking spaces located on the Airport, including 8,524 North Terminal Complex garage spaces, 2,398 South Terminal Complex Parking Garage C spaces, and 11,887 satellite (economy) parking spaces located at remote lots to the north and south of the North Terminal Complex. The Airport began its reserved parking program in early 2024, which currently designates approximately 700 of the above referenced spaces available on Level 4 of Parking Garage C. The program allows travelers to reserve a parking space in advance via the MCO mobile app or website, providing a convenient option amid parking high demand.

The North Cell Lot is located north of the terminal/existing Taxiway J and to the south of Cargo Road. This lot contains a Return-to-Terminal A roadway, access lanes, roadway signage, and restrooms with the capacity for approximately 227 passenger vehicles. The South Cell Lot was constructed by reconfiguring the entrance to the existing Red Lot/Taxi Staging area and sits at the northeast corner of Jeff Fuqua Boulevard and South Park Place, adjacent to the South Travel Plaza. This lot consists of 200 passenger vehicle spaces.

The South Travel Plaza consists of a 9,000 square foot convenience store with 12 fuel pumps and a restaurant including customer restrooms and outdoor seating on 2.6 acres. Improvements included subsurface fuel storage tanks, parking spaces, water, sanitary sewer, electric, natural gas, drainage utilities, landscaping, lighting, and associated project earthwork.

Rental Car Facilities. At the North Terminal Complex, rental car ready/return stalls are located on Levels 1 and 2 of the garages adjacent to the landside terminal. At the South Terminal Complex, rental car ready/return stalls are located on Level 4 of the garage adjacent to the terminal. Adjacent to the garage at grade level (Level 1) is a temporary QTA for stacking, cleaning, fueling, washing, and staging cars prior to moving them into the ready car spaces in the garage. For information regarding rental automobile concessions, on-airport rental car companies and off-airport operators, see "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM - Rental Automobile Concessions" herein and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT - AIRLINE TRAFFIC ANALYSIS - Airport Facilities - Rental Car Facilities" attached hereto.

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. The Airport can be accessed directly from the north or south using Jeff Fuqua Boulevard, which forms a loop around the Airport. For additional information regarding ground access at the Airport, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT - AIRLINE TRAFFIC ANALYSIS - Airport Facilities - Ground Access" attached hereto.

United Airlines MRO Campus. On October 16, 2024, the Authority executed a lease with United Airlines for the development of a new maintenance, repair, and overhaul ("MRO") campus at the Airport. United Airlines currently leases Hangar 407, Hangar 431, and Warehouse 447 in the Airport Tradeport that is used for fleet maintenance and operation. As part of this proposed development, United Airlines will (1) demolish Hangar 431, (2) vacate Warehouse 447, (3) make a $1 million upgrade to Hangar 407, and (4) construct a new approximately 354,400 square foot hangar with the capability of accommodating up to six narrow-body aircrafts at one time or one wide-body aircraft and three narrow-body aircrafts at one time. United Airlines has committed to making a minimum investment of $70 million, however, United Airlines is currently estimating the total MRO campus investment to exceed $300 million. Under a proposed lease to be entered into in connection with this proposed MRO campus, United Airlines has the option to pursue conduit financing with the Authority, which if completed would be secured solely by United Airlines.

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 and the Heintzelman Boulevard corridor on the east side of the Airport. The Tradeport area comprises approximately 1,000 acres and the Heintzelman Boulevard corridor comprises approximately 440 acres. The Authority's commercial development property will allow it to participate in the continued economic growth of the region. For additional information regarding the economic growth of the region, and the facilities at the Tradeport Drive and Heintzelman corridors, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT - AIRLINE TRAFFIC ANALYSIS - Airport Facilities - Commercial Property Development and Other Facilities" and " - Airport Service Region" attached hereto.

Future Advanced Air Mobility Facility. The Authority is proactively planning for Advanced Air Mobility ("AAM") service with the ultimate goal of transforming the Airport into the transportation hub of the State. The Authority is taking a measured approach to integrate AAM operations on-Airport, including exploring initial use-cases of AAM operations to and from the East Airfield Development Area, which is comprised of approximately 1,200 acres of contiguous land between Runway 17L/35R and Narcoossee Rd. The 2024 - 2029 Capital Improvement Program includes approximately $100 million to be used towards developing an AAM facility, including a facility to accommodate electric vertical takeoff and landing ("eVTOL") aircraft. The Authority is currently in the process of preparing vertiport operator and developer procurement documents. The Authority anticipates funding for such projects will be derived from public-private partnership agreements, private equity agreements, grant funding, and other non-bond funding sources.

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Airlines Serving Orlando International Airport

As of September 2024, a total of 38 passenger airlines served the Airport, including four U.S. network passenger airlines, one regional airline, two low-cost carriers ("LCCs"), six ultra low-cost carriers ("ULCCs"), and 25 foreign-flag airlines, as shown in the following table. In addition, seven airlines provided all-cargo.

Airlines Serving Orlando International Airport
(as of September 2024)[1]

Network Carriers	Foreign-Flag Airlines
Alaska Airlines	Aer Lingus
American Airlines	Aeromexico
Delta Air Lines	Air Canada
United Airlines	Air Transat
	Avianca
	Azul
Regional	Bahamasair
Silver Airways	BermudAir
	British Airways
	Caribbean Airlines
Low-Cost Carriers	COPA Airlines
jetBlue Airways	Discover Airlines
Southwest Airlines	Emirates
	GOL
	Iberojet
Ultra Low-Cost Carriers	Icelandair
Allegiant Air	Jetlines
Avelo Airlines	LATAM Airlines
Breeze Airways	Norse Atlantic Airways
Frontier Airlines	Porter Airlines
Spirit Airlines	Sunwing Airlines
Sun Country Airlines	Virgin Atlantic Airways
	Viva Aerobus
	Volaris
Cargo Airlines	Westjet Airlines
ABX Air	
Amerijet International	
DHL Air	
FedEx	
Mountain Air Cargo	
National Air Cargo Group	
United Parcel Service	

Note: Airline service by regional affiliates of network airlines is not shown separately.
(1) Table reflects airline trade names.
Source: Greater Orlando Aviation Authority.

The following table sets forth the number of aircraft gates (113) for which Airlines have committed to pay on a fixed monthly fee basis ("Committed Gates") as of September 30, 2024 through Fiscal Year 2026. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" herein for more information about the Airlines' use and occupancy of Terminal premises.

Number of Committed Narrow Body Equivalent Access Gates by Airline
as of October 1, 2024

Assigned Under Letters of Authorization	
AeroMexico	1
Air Canada	1
Alaska Airlines	1
American Airlines	9
Bahamasair	1
Breeze Airways	1
British Airways*	1.5
COPA Airlines	1
Delta Air Lines	8
Frontier Airlines	9
jetBlue Airways	10
Silver Airways	1
Southwest Airlines	20
Spirit Airlines	9
United Airlines	9
Virgin Atlantic*	1.5
WestJet	1
Total Committed Gates	85
Uncommitted Gates	28
Total	113

* British Airways and Virgin Atlantic are assigned jumbo preferential use gates.
Source: Greater Orlando Aviation Authority.

Airline Market Shares

According to Airline Data Inc. online database, for the month of July 2024, the Airport ranked in the top twelve markets for ten U.S. airlines based on seat capacity, including the largest U.S. airlines. In Fiscal Year 2023, Southwest Airlines accounted for 18.9% of all passengers enplaned at the Airport, less than its Fiscal Year 2010 share (34.9%, including AirTran). Spirit Airlines and Frontier Airlines accounted for much of this change, as their enplaned passenger shares increased from 2.3% and 0.5%, respectively, in Fiscal Year 2010 to 17.1% and 12.2%, respectively, in Fiscal Year 2023. Delta Air Lines accounted for the third largest share (12.5%), followed by Frontier Airlines (12.2%), American Airlines (10.1%), jetBlue Airways (9.7%), and United Airlines (7.7%). Compared with most other U.S. large hub airports, the Airport exhibits a relatively low degree of airline concentration.

In Fiscal Year 2024, preliminary market shares for Southwest Airlines accounted for 21.3% of all passengers at the Airport, followed by Spirit Airlines[†] with 14.8%, Delta Air Lines with 12.8%, Frontier Airlines with 10.8%, American Airlines with 9.9%, jetBlue Airways with 9.6%, and United Airlines with 7.7%.

In Fiscal Year 2023, foreign-flag airlines accounted for 8.4% of total enplaned passengers, essentially the same share as in Fiscal Year 2010 (8.0%). The foreign-flag airlines accounted for 72.1% of international enplaned passengers in Fiscal Year 2023, down from 85.6% in Fiscal Year 2010. This is largely due to the launch of international

[†] See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTOR CONSIDERATIONS – Effect of Airline and Concessionaire Bankruptcies" herein for a discussion of Spirit Airlines' bankruptcy filing on November 18, 2024.

service at the Airport by Spirit Airlines and Frontier Airlines and the increase in service offerings by Southwest Airlines, and to a slightly lesser extent, service offerings by the foreign flags not yet reaching pre-pandemic levels.

The following table sets forth comparative passenger market share information for air carriers serving the Airport during Fiscal Years 2019 through 2024.

Historical Airline Market Shares
Percentage of Total Passengers
for Fiscal Years 2019 – 2024

	2024*	**2023**	**2022**	**2021**	**2020**	**2019**
Participating Airlines**						
Southwest Airlines	21.29%	18.90%	20.03%	23.58%	22.15%	21.66%
Spirit Airlines	14.82	17.08	15.76	16.87	13.71	11.26
Delta Air Lines	12.76	12.53	13.18	12.73	12.05	13.34
Frontier Airlines	10.77	12.22	12.51	12.26	10.82	9.06
American Airlines	9.94	10.13	11.43	11.78	12.01	11.24
jetBlue Airways	9.64	9.68	9.30	10.30	10.74	11.95
United Airlines	7.74	7.65	8.48	8.42	7.90	8.25
Air Canada	1.44	1.45	0.97	0.12	1.38	1.49
Virgin Atlantic Airways	1.03	1.02	0.93	-	1.05	1.75
COPA Airlines	0.87	0.87	0.86	0.73	0.79	0.98
British Airways	0.57	0.68	0.67	-	0.41	0.61
Aerovias de Mexico	0.59	0.66	0.50	0.38	0.30	0.34
WestJet Airlines	0.88	0.59	0.38	0.04	0.78	0.92
Silver Airways	0.23	0.30	0.30	0.33	0.30	0.27
Bahamasair	0.14	0.15	0.14	0.09	0.11	0.19
Subtotal Participating Airlines	92.71%	93.91%	95.43%	97.63%	94.50%	93.32%
Non-Participating Airlines						
Domestic Mainline	3.49%	3.03%	2.26%	1.82%	1.74%	1.57%
Foreign Flag Airlines	3.80	3.06	2.31	0.55	3.76	5.12
TOTAL	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Source: Greater Orlando Aviation Authority.
* Preliminary, subject to change.
** Airlines signatory to the Revenue Sharing Agreement from Fiscal Year 2020 through Fiscal Year 2024.

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 enplaned passengers as a percentage of total enplaned passengers (b/c=d), and (e) the respective annual percentage changes, for Fiscal Years 2015 to 2024.

Greater Orlando Aviation Authority
Orlando International Airport
Historical Domestic, International and Total
Enplaned Passengers
Fiscal Years 2015-2024

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)
2015	16,426,194	6.13%	2,400,904	16.70%	18,827,098	7.37%	12.75%
2016	17,978,587	9.45	2,758,469	14.89	20,737,056	10.14	13.30
2017	18,882,512	5.03	2,836,039	2.81	21,718,551	4.73	13.06
2018	20,224,240	7.11	3,158,033	11.35	23,382,273	7.66	13.51
2019	21,261,946	5.13	3,584,896	13.52	24,846,842	6.26	14.43
2020	12,971,025	(38.99)	1,567,101	(56.29)	14,538,126	(41.49)	10.78
2021	16,368,437	26.19	615,805	(60.70)	16,984,242	16.83	3.63
2022	21,836,197	33.40	2,384,735	287.25	24,220,932	42.61	9.85
2023	24,574,857	12.54	3,344,841	40.26	27,919,698	15.27	11.98
2024*	25,287,965	2.90	3,768,458	12.66	29,056,423	4.07	12.97

Source: Greater Orlando Aviation Authority.
* Preliminary, subject to change.

Airline Activity at the Airport

Between July 2010 and July 2024, the average number of scheduled domestic seats increased 43.2% and the number of airports served increased from 83 to 105. The increase is attributable to new entrants (Avelo, Breeze Airways, and Allegiant who commenced service at the Airport in November 2021, June 2022, and May 2024, respectively) and expanded service offerings by existing airlines, including Frontier Airlines and Spirit Airlines. The share of domestic capacity on LCCs and ULCCs increased from 58.1% in July 2010 to 64.3% in July 2024, with U.S. network airlines (Delta Air Lines, American Airlines, United Airlines, and Alaska Airlines) making up the remainder.

The number of domestic airports served by the Airport in Fiscal Years 2010, 2019 and 2024 were 87, 98, and 108, respectively. The number of international airports served by the Airport in Fiscal Years 2010, 2019 and 2024 were 27, 61 and 59, respectively. In July 2024, five U.S. airlines and 22 foreign-flag airlines were scheduled to operate international flights at the Airport, up from three and 15, respectively, in 2010. Recent new entrants include Norse Atlantic UK, Porter, BermudAir, Viva Aerobus and Iberojet who commenced service in May 2023, November 2023, March 2024, May 2024 and June 2024 respectively. As scheduled for July 2024, airline service to Europe accounts for 24% of international seat capacity, followed by Mexico and Central America (23%), the Caribbean (22%), Canada (15%), South America (14%), and the Middle East (2%).

Recent and upcoming additions include Breeze Airways to Hartford, CT, Lansing, MI; Evansville, IN, Bangor, ME; Lancaster, PA and Portsmouth, NH in October 2024, Erie, PA and South Bend, IN in November 2024, New Haven, CT and Provo, UT in December 2024, and Ogdensburg, NY, Gulfport, MS and Wilmington, NC in February 2025; jetBlue Airways to Long Island/Islip, NY and Portland, ME in October 2024; and Manchester, NH in

January 2025; Delta to London/Heathrow, England and Amsterdam, Netherlands in October 2024; American to New York/La Guardia, NY in November 2024; Porter to Halifax, Nova Scotia in December 2024; Alaska Airlines to Boise, ID and Sacramento, CA in January 2025; Discover to Munich, Germany (pending government approval) in March 2025; Flair to Canadian airports in Waterloo, ON, in October 2024, St. John NB, London, ON and Toronto, ON in December 2024; WestJet to Winnipeg, Manitoba in October 2024; Frontier to New York/JFK, NY and Phoenix, AZ in October 2024 and Washington, D.C./Dulles, Punta Cana, Dominican Republic and Cancun, Mexico in November 2025; Icelandair to Reykjavik, Iceland in September 2024; Southwest to Cincinnati, OH, Albuquerque, NM, El Paso, TX, Grand Rapids, MI, Jackson, MS and Tulsa, OK in October 2024; Air Canada to Ottawa, Ontario, Halifax, Nova Scotia and Quebec City, Quebec in October 2024; and Air Transat to Quebec City, Quebec in November 2024; and Air France to Paris/Charles de Gaulle in May 2025.[*]

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. See "-Airline Activity" above.

Sanford International Airport. Sanford International Airport ("Sanford") is located within the Orlando MSA, approximately 34 miles north of the Airport and is able to provide some international airline service. However, Sanford is classified by the FAA as a small hub airport and international service at Sanford has been focused on charter flights, most of which originated in the United Kingdom and elsewhere in Europe. As of September 30, 2024, there has been no scheduled international air service.

Rental Automobile Concessions

The Airport hosts the largest rental car market in the U.S. Existing on-airport rental car concessions at the Airport include automobile rental concession agreements (the "Automobile Rental Concession Agreements") with Sixt Rent A Car, Inc., Avis-Budget Car Rental, LLC, Enterprise Leasing Company of Orlando, LLC, and The Hertz Corporation, which commenced on the opening of South Terminal C in September 2022 and are scheduled to expire September 20, 2032.

The on-airport Automobile Rental Concession Agreements require each rental car company to pay to the Authority the greater of a minimum annual guarantee ("MAG"), equivalent to 85% of the company's prior year Minimum Annual Privilege Fee (as defined in the respective Automobile Rental Concession Agreement), or 10% of the company's actual gross receipts, plus annual rental fees for all premises. See "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES – Information Regarding Sources of Revenue" herein.

Pursuant to the CFC Enabling Resolution, the Authority collected CFCs equal to $2.50 per transaction day up to a maximum of five days from October 2008 through September 2017. Beginning October 1, 2017 CFCs were imposed at $3.50 per transaction day and were being collected up to a maximum of seven days. Beginning December 1, 2023 CFCs were imposed at $6.00 per transaction day and are being collected up to a maximum of seven days. On August 21, 2024, the rate was updated to $9.00 per transaction day up to a maximum of seven days effective November 1, 2024. The CFCs collected are currently being used to pay principal and interest payments on the 2018 CFC Bank Note, fund certain project costs for the 2024 - 2029 Capital Improvement Program with CFC Indebtedness and on a pay-as-you-go basis and other project costs permitted under the CFC Enabling Resolution.

In Fiscal Years 2021, 2022 and 2023, in addition to the CFCs described above, on airport rental car activity provided $81.5 million, $121.7 million and $126.1 million, respectively, in non-airline operating revenue prior to Governmental Accounting Standards Board ("GASB") Statement No. 87 adjustments. The 2024 - 2029 Capital Improvement Program includes projects that will accommodate the higher demand projected in the future. It is expected that such projects will be funded with CFCs.

Existing off-airport rental car concessions at the Airport include operating permits with an additional 21 rental car companies that require each company to pay to the Authority 10% of the company's actual gross receipts,

[*] Recent and upcoming service offerings are as of October 31, 2024, and subject to change. Unscheduled charter service carriers are not included.

plus trip charges for all commercial vehicles. In Fiscal Years 2021, 2022 and 2023, off-airport rental car concession activity provided an additional $5.6 million, $8.1 million and $8.3 million in non-airline operating revenue, respectively.

The Authority has entered into an agreement with Turo for car sharing conducted on-Airport whereby Turo must pay the Authority 10% of gross revenues and the respective parking fees for the vehicles while parked in Airport lots. Revenues under this agreement were approximately $4.0 million in Fiscal Year 2023. The agreement has an initial term of one year, which began in March 2022, with automatic renewal for additional terms of one year each, unless terminated by either party with written notice 30 days prior to the end of the then current term.

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 that certain property is used for nongovernmental purposes and such taxes are not the responsibility of a lessee, the Authority may have a legal obligation to pay or 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 pays or 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.

All tangible personal property owned by private enterprises, including that owned by Airlines, which is located on municipally owned airports, is currently subject to the County's tangible personal property tax.

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" will have the meanings assigned thereto in the Rate Resolution, a copy of which is attached hereto as APPENDIX D.

Rate Resolution

Since November 1, 2013, the Authority has set rates by resolution, rather than by lease agreement. On September 18, 2024, the Authority adopted the Rate Resolution which became effective on October 1, 2024, and which applies to all Airlines, whether or not any such Airline specifically agrees in writing to its terms. The Rate Resolution has no expiration date and may be amended at any time by the Authority as it deems necessary or appropriate. The Rate Resolution provides for the payment of fees and charges by the Airlines as more fully described herein.

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 Agreement; and (f) the Authority Policies and Procedures. The Rate Resolution, Rate Methodology, Operating Permits, Letters of Authorization and Authority Policies and Procedures set forth (i) the methodology for calculating 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 basis for its use; (iii) the number of gates for which the Airline commits to pay for annual access rights, (iv) the timing and manner of required payments of Rates and Charges; and (v) 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 any 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 commencement of operations at the Airport. In any event, use of the Airfield or Terminal by an Airline in connection with its operations will 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 determined in accordance with the Rate Methodology. Each Airline is offered the opportunity to execute a Letter of Authorization to commit to certain exclusive or preferential space (other than Gates) and to commit to pay for annual access rights to a specific number of Gates, and to 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 hold rooms, ticket counters, bag make-up, and apron areas. Space (other than Exclusive Use 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 for such use. See "Rate Methodology, Rates and Charges" below.

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 any 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 commencement of operations at the Airport. In any event, use of the Airfield or Terminal by an Airline in connection with its operations will 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 "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY" herein.

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 Exclusive Use Premises, the Airlines will only use such Terminal space, facilities and equipment as will be assigned to them from time to time by the Authority. Use of particular Baggage System equipment will be assigned by the Authority to Airlines from time to time based on operational efficiencies and Airline needs. Except with respect to Gates, any Airline assigned specific Committed Premises pursuant to a Letter of Authorization will 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 Chief Executive Officer, 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.

Letters of Authorization may be for a 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 will not be effective until signed by the Authority; provided that Letters of Authorization designating Gates as Committed Premises may only expire at the end of a Fiscal Year. 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, Non-Rentable Space, the Airfield and Terminal Aprons for the operation of each Airline's Air Transportation Business and all activities reasonably necessary to such operations.

Rate Methodology, Rates and Charges

Each Airline is obligated to pay to the Authority Rates and Charges for the use and occupancy of the Airfield, Terminal Apron, and Terminal, which Rates and Charges are to be established by the Authority for each Fiscal Year and will include, but not be limited to: Landing Fees, monthly charges for Committed Premises, Preferential Use Premises and Exclusive Use Premises, Facility Fees, FIS Fees, Security Checkpoint Fees, Airline Equipment Charges, Apron Use Fees, Common Use South Ticketing Area Charges, and Baggage System Fees. The specific Rates and Charges payable by Airlines during a Fiscal Year and calculated using the Rate Methodology are based on estimates by the Authority of projected costs and Airline activity for the Fiscal Year. Debt Service, Debt Service Coverage, O&M Expenses, Operating Reserves and Amortization may be included in the Rates and Charges for any Fiscal Year in which the facility or equipment to which such relates comes into service, and for each Fiscal Year thereafter.

Within 30 days after the Board has accepted the audit for a Fiscal Year, the Authority will 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 will 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 will 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.

A Landing Fee for the use of the Airfield and an Apron Use Fee for the use of the Terminal Apron, will be designated, from time to time, by the Authority based on calculations using the Rate Methodology. See "AUTHORITY FINANCIAL INFORMATION" herein.

Pursuant to the Revenue Sharing Agreement, Participating Airlines have waived their right to challenge the Rate Methodology set forth in the Rate Resolution through September 30, 2026. The Authority expects that it will, at all times, 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 Senior Bonds, including the Series 2024 Senior Bonds and the Outstanding Subordinated Indebtedness, including the Series 2024 Subordinated Bonds. See "REPORT OF THE AIRPORT CONSULTANT – Airline Rate Resolution and Rate and Revenue Sharing Agreement" attached hereto.

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 United States Department of Transportation ("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 Airfield and Terminal facilities at the Airport. 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 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 or the Rate Methodology, 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. For more information regarding various other terms of the Revenue Sharing Agreement, including the Participating Airlines' agreement therein not to challenge the Rate Methodology established under the Rate Resolution, see " - Revenue Sharing Agreement" below. Also, see the Report of the Airport Consultant attached hereto as APPENDIX A for more details regarding conditions associated with the existing Rate Methodology.

On September 18, 2024, the Authority Board passed an item amending the Authority policy regarding Express Baggage Handling and Passenger Transfer by the Private Sector, which was originally created for the handling and processing of baggage in and out of the Airport without moving through the terminal baggage systems. The amendments to the policy reflect a desire to divert baggage processing away from the terminal and to the remote screening and sortation facility ("RSF"), thereby easing congestion. The amendments to the policy provide for a $6.75 per bag payment to the baggage handling company subject to conditions, including requiring baggage handling companies to enter into an agreement with one or more airlines to transport baggage before any such baggage handling company would be eligible to provide the service. Because the amendments to the policy were written broadly, with numerous operational and other details to be worked out before implementation, the Authority cannot at this time predict if or when vendors will be engaged to move baggage into and out of the Airport through the RSF, the scope or magnitude or the operation, the final costs, or the party responsible to pay such costs. Current estimates for implementing remote baggage screening and sortation are approximately $25 million per year. As set forth in the Report of the Airport Consultant, this potential cost is not included in the financial forecast. See "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" herein.

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. Subject to limitations set forth in the Revenue Sharing Agreement, the Chief Executive Officer has the authority to modify the Rate Methodology as deemed appropriate, and such modification will be deemed to be an amendment to the Rate Resolution and the modified Rate Methodology will 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 notice to the Airlines on or prior to the end of the then current Fiscal Year, the Rates and Charges then in effect will 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, will 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 Agreement

Certain Airlines have executed and delivered to the Authority the Revenue Sharing Agreement and, following execution by the Authority, by virtue of being a party to an effective Revenue Sharing Agreement, are eligible to receive a share of certain Authority revenues in exchange for certain long-term commitments to the Authority. On September 18, 2024, the Authority approved the current form of Revenue Sharing Agreement for Fiscal Years 2025 and 2026. Such form of Revenue Sharing Agreement was negotiated to provide the Authority time to conduct advanced planning studies to better facilitate updates, if necessary, to the 2024 - 2029 Capital Improvement Program.

Under the Revenue Sharing Agreement, the Airlines agree to pay Rates and Charges for its use and occupancy of space, facilities and equipment at the Airport calculated in accordance with the Rate Methodology for Fiscal Years 2025 and 2026. With the execution of the Revenue Sharing Agreement, the Airlines agree not to challenge the Rate Resolution, the Rate Methodology, or the Rates and Charges determined in accordance with the Rate Methodology through Fiscal Year 2026).

Under the Revenue Sharing Agreement, the Airlines acknowledge that Rates and Charges are likely to, and are permitted to, change from year to year, even though the Rate Methodology does not change. Notwithstanding the foregoing, in the event (a) the Rate Methodology is successfully challenged by one or more Airlines, whether or not such Airlines signed a Revenue Sharing Agreement, (b) the Authority deems it to be in the Authority's best interest to settle a challenge to the Rate Methodology, (c) the Authority is otherwise required to modify the Rate Methodology in accordance with applicable law, regulation or directive, or (d) Airlines accounting for 75% or more of the enplaned passengers for the most recent 12 full months preceding an agreement to change the Rate Methodology do agree with the Authority on changes to the Rate Methodology, then the Authority will be released of its obligation not to materially modify the Rate Methodology.

In the event the Authority materially modifies the Rate Methodology for any reason other than with the agreement of the Airlines accounting for 75% or more of the enplaned passengers for the most recent 12 full months

preceding such agreement, then the Airlines will have the option, for a period of 60 days after receipt of notice of such material modification, to terminate the Revenue Sharing Agreement and the remaining period of any Letter of Authorization; and upon termination by an Airline or upon any challenge by an Airline to the Rate Resolution, the Rate Methodology or Rates and Charges determined in accordance with the Rate Methodology, the obligation of the Authority to make any Revenue Sharing Payment to such Airline will terminate and be of no further force and effect. In the event an Airline challenges the Rate Methodology, such Airline will be obligated to reimburse to the Authority all Revenue Sharing Payments made to such Airline for the Fiscal Years to which the challenge relates. Reimbursed Revenue Sharing Payments from any other Airline party to a Revenue Sharing Agreement will be retained by the Authority and not redistributed to such Airline or distributed to any other Airlines.

Under the Revenue Sharing Agreement, the Authority has agreed to pay to the Participating Airlines, for Fiscal Year 2025 and Fiscal Year 2026, an amount equal to such Airline's Revenue Share Percentage of any Net Shared Revenues. The effect of such formula is that the Authority pays all Debt Service, Operating Expenses and Amortization for the entire Airport and, if any Revenues (other than certain excluded Revenues) remain, the Authority keeps the first $110 million, gives the Airlines the next $17 million, then shares an amount equal to certain debt service coverage payments made by the Participating Airlines (75% to the Participating Airlines and 25% to the Authority), and all remaining non-excluded Revenues are split with the Participating Airlines on a 50/50 basis. Each Participating Airline's proportionate share of Airline revenues is based on such Airline's percentage of certain payments made to the Authority by all Participating Airlines.

The following table provides a listing of Participating Airlines as of September 30, 2024 through Fiscal Year 2026. As of September 30, 2024, such Participating Airlines accounted for 93.9% of the passenger market share at the Airport in Fiscal Year 2023.

Participating Airlines
Orlando International Airport

AeroMexico	Frontier Airlines
Air Canada	jetBlue Airways
Alaska Airlines*	Silver Airways
American Airlines	Southwest Airlines
Bahamasair	Spirit Airlines
Breeze Airways*	United Airlines
British Airways	Virgin Atlantic Airways
COPA Airlines	WestJet
Delta Air Lines	

Source: Greater Orlando Aviation Authority.
* Airlines are new entrants after September 30, 2024, and are not included in the percentage of Participating Airlines described above.

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Summary of Key Changes to the Rate Resolution and Revenue Sharing Agreement

As discussed above, the Authority adopted the new Rate Resolution and the new form of Revenue Sharing Agreement on September 18, 2024. The following table provides a summary of key changes from the prior rate resolution and form of revenue sharing agreement to the new Rate Resolution and new form of Revenue Sharing Agreement. Such summary is being provided for illustrative purposes only to compare the terms of the prior rate resolution and revenue sharing agreement. As of October 1, 2024 (the effective date of the new Rate Resolution and new Revenue Sharing Agreement), the terms of the prior rate resolution and revenue sharing agreement ceased being applicable to or enforceable against the Authority or the airlines providing service at the Airport.

Prior Terms	**New Terms**
Revenue Sharing: The Authority retained 100% of the first $55 million, 0% of the next $10 million, and 50% of remaining revenues.	Revenue Sharing: The Authority retains the first $110 million, gives the Airlines the next $17 million, then shares an amount equal to certain debt service coverage payments made by the Participating Airlines (75% to the Participating Airlines and 25% to the Authority), and all remaining non-excluded Revenues are split with the Participating Airlines on a 50/50 basis.
Baggage Charge: The Baggage System charge was comprised of the space rental plus O&M Expenses and charged based on passengers. The North Terminal costs were calculated separately from the South Terminal costs.	Baggage Charge: A Single Airport Wide Baggage Fee comprised of space rental plus O&M Expenses and charged based on passengers, which charge is charged to both enplaning and deplaning passengers.
Debt Service Coverage: Debt service coverage was included in the airline rate base only if and when budgeted or actual all-in coverage was below 1.3x.	Debt Service Coverage: Debt service coverage is included in airline rate base without regard to projected or actual all-in coverage (with sharing 75% to Participating Airlines to the extent available).
Authority Office Space: The Authority's office space was classified as Rentable Space.	Authority Office Space: The Authority can recover the cost of the Authority's office space in the terminals through an allocation of the cost of such space based on the Terminal Rate to each of the cost centers.
SSCP: The Security Screen Checkpoint (SSCP) was included in non-rentable public space.	SSCP: Implemented a new passenger SSCP fee per enplaned passenger with SSCP space reclassified from non-rentable to Rentable Space. The SSCP space times the Terminal Rate will be multiplied by 97% to yield the SSCP requirement for the airlines. Enplaned passengers account for 97% of TSA checkpoint counts.

Subordination to Amended and Restated Senior 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 Amended and Restated Senior Bond Resolution. To the extent the Rate Resolution is inconsistent with the Authority's requirements under the Amended and Restated Senior Bond Resolution, the Rate Resolution will be deemed amended to the extent and for the duration needed to allow the Authority to comply with the requirements under the Amended and Restated Senior Bond Resolution. To the extent required by the Amended and Restated Senior Bond Resolution or law, the holders of Senior Bonds or their designated representatives will have the right to exercise any and all rights of the Authority under the Rate Resolution.

INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES

General - Revenues

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. The table below shows the percentage of total Revenue from the sources indicated for Fiscal Years 2021, 2022 and 2023:

% of Total Revenues
(Fiscal Years Ended September 30)

Sources of Revenue	2023	2022	2021
Rates and Charges	36.5%	27.6%	28.7%
Terminal, Concessions, Parking, & Rental Car	42.4	39.8	35.9
Hotel	6.5	6.2	4.4
Other Building and Ground	3.0	2.9	3.3
Other Operating*	2.0	2.2	2.0
Interest and Other Non-Operating	4.7	1.0	0.8
Federal Relief	4.9	20.3	24.9

Source: Greater Orlando Aviation Authority.

* Includes the rents collected from Brightline prior to its opening for operation in September 2023. See "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM – Airport Facilities – *Intermodal Facility – South Terminal Link Station and Train Station*" herein.

Information Regarding Sources of Revenue

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

Airfield area revenue sources for Fiscal Years 2021, 2022 and 2023 amounted to approximately $53.0 million, $47.2 million and $69.3 million, respectively, representing a decrease of approximately $5.8 million for Fiscal Year 2022 when compared to 2021, and increase of $22.1 million for Fiscal Years 2023 when compared to 2022.

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 such 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 MAG. For more information regarding the Authority's concession agreements, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT - FINANCIAL ANALYSIS - Revenues - Non-Airline Revenues - Terminal Concessions" attached hereto.

Terminal area revenues for Fiscal Years 2021, 2022 and 2023 totaled approximately $192.6 million, $251.4 million and $349.1 million, respectively, representing an increase of approximately $58.8 million or 30.5% for Fiscal Year 2022 when compared to Fiscal Year 2021 and $97.7 million or 38.9% for Fiscal Year 2023 when compared to Fiscal Year 2022.

Ground Transportation Revenue Sources. Ground transportation revenue sources consist of rental car concessions, taxi, Transportation Network Companies ("TNCs"), 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 revenues 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 pursuant to four Automobile Rental Concession Agreements which are effective according to their terms until the day before the new South Terminal Complex is opened for processing travelers. The Authority estimates that the rental car operators operating at the Airport now serve approximately 94% of rental car customers that use the Airport.

Four rental car companies representing 10 brands of rental car companies, which collectively comprise approximately 94% of the Airport rental car market in Fiscal Year 2023, have agreements with the Authority to operate on-Airport - (1) Avis Budget Car Rental, LLC (Avis, Budget, and Payless brands), (2) Enterprise Leasing Company of Orlando, LLC (Enterprise, Alamo, and National brands), (3) The Hertz Corporation (Hertz, Dollar and Thrifty brands) and (4) Sixt Rent A Car, Inc. Under these agreements, the companies pay (1) 10% of gross receipts (which applies to both on- and off-Airport rental vehicle companies, however, onsite operator companies must pay the greater of 10% of gross receipts or a minimum annual guarantee, (2) ready/return space rent rate per concession agreement on a per square foot space basis, (3) QTA rent rate per concession agreement on a per square foot space basis, and (4) rent for terminal counters, office, and queuing space leased at the airline Terminal Premises Rate. In addition, rental car operators pay for all operating, utility, maintenance, and service management expenses. The foregoing fees and rents constitute Revenues under the Senior Bond Resolution.

As previously discussed, rental car companies also collect and remit CFCs to the Authority. However, such CFCs are not included in the definition of Revenues but may, under certain circumstances, be designated as Available CFC Revenues pursuant to an Issuing Instrument. See "AUTHORITY INDEBTEDNESS - CFC Indebtedness" and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto for more information regarding the use of CFCs and Available CFC Revenues.

Beginning July 1, 2017, TNCs were allowed to pick up passengers at the Airport, subject to a charge equal to the pre-arranged taxi charge. Prior to that, only Uber-Black was permitted to pick up passengers at the Airport. Pursuant to the operating agreements the Authority entered into with Rasier-DC, LLC (Uber), Lyft, Inc., and Wingz collectively, the "Ride Share Companies"), the Ride Share Companies were designated pickup and staging locations for their operations at the Airport. Rasier-DC, LLC amended its agreement in 2018 to include Uber USA, a subsidiary of Rasier-DC LLC, for its luxury TNC operations. On June 23, 2020, the Governor signed an act amending §627.748 Florida Statutes (the original Florida TNC enabling legislation), to include luxury ground TNC operations, such as luxury vehicles associated with vehicle-for-hire operators.

As of October 1, 2023, the pickup rate for TNCs is $7.00; prior rate structures were as follows: From July 1, 2017 until August 1, 2023, TNCs were charged $5.80 for each pickup. From August 1, 2023 to September 30, 2023, this rate increased to $6.35. The TNC airport fee is consistent with the "prearranged taxicab" rate under the Authority's ground transportation rules and regulations and is subject to change from time to time at the Aviation Authority's sole discretion. Beginning January 1, 2025, it is anticipated that there will be two separate TNC rates: $5.80 for the South Terminal Complex to include the Train Station and $7.00 for the North Terminal Complex, which includes a $1.20 congestion fee. TNC revenues totaled approximately $6.2 million in Fiscal Year 2021, $11.7 million in Fiscal Year 2022, and $15.4 million in Fiscal Year 2023. From time to time, legislation has been proposed by the Florida Legislature to limit fees assessed on TNCs. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS –State Legislation Regarding Fees Assessed on TNCs" herein. To monitor the impact of TNCs on ground transportation revenue, the Authority calculates ground transportation revenue per enplaned passenger on a monthly basis.

On airport public automobile parking (which includes Hotel parking) is the third highest source of operating revenues, at the Airport, accounting for $51.6 million (including Hotel parking revenues), or approximately 11.9% of operating revenues, $81.1 million, or approximately 12.9% of operating revenues, and $96.0 million, or approximately 12.3% of operating revenues, in Fiscal Years 2021, 2022, and 2023. Parking facilities located on the Airport provide approximately 23,000 public automobile parking spaces. The Authority offers the following six parking options: (a) North, South, and West economy lots ($14 per day); (b) surface lots #1-3 ($20 per day); (c) terminal top parking located in the garage above the North Terminal Complex landside building ($24 per day); (d) Parking Garages A, B, and C ($24 per day); (e) valet parking ($35 per day); and (f) parking reservations ($32 per day). The daily rate for each parking product is anticipated to be raised by $4 per day at the beginning of Fiscal Year 2026 and Fiscal Year 2028. In addition to the public parking spaces, parking revenues are also generated from private parking, Hotel parking and employee parking.

Public parking facilities at the Airport have been operated for the Authority under a management agreement with ABM Aviation, Inc. ("ABM"). Under the agreement, which was entered into in March 2023 and has a five-year term, 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.

Ground transportation revenues for Fiscal Years 2021, 2022 and 2023, totaled approximately $153.4 million, $228.2 million and $247.3 million, respectively, representing an increase in Fiscal Year 2022 of $74.8 or 48.8% over Fiscal Year 2021 and an increase in Fiscal Year 2023 of $19.1 million or 8.4%, over Fiscal Year 2022.

Other Buildings and Grounds Revenue Sources. Other buildings and grounds revenues include 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. Revenues from these areas for Fiscal Years 2021, 2022 and 2023 totaled approximately $21.9 million, $33.6 million and $28.5 million, respectively.

Hotel Revenue Sources. Hotel revenues are derived from rooms, food and beverage, telecommunications and other rentals and income from the Hotel located at the North Terminal Complex. The Hotel is owned by the Authority and operated under a management contract. Hotel revenues for Fiscal Years 2021, 2022 and 2023 totaled approximately $23.5 million, $46.5 million and $53.2 million, respectively.

The Hyatt Hotels Corporation has operated the Hotel since its opening in 1992 under a management agreement with the Authority. The current management agreement was entered into on January 1, 2015 and is effective until September 30, 2035. Under the management agreement, the Authority receives all revenues from the operation of the Hotel and pays all debt service and operating and maintenance costs associated with its operation. The Authority annually pays Hyatt Hotels Corporation a percentage of gross receipts as a management fee, along with certain other amounts. Under the agreement, the management fee paid to Hyatt Hotels Corporation is 2.75% of gross receipts, plus an additional percentage of available cash flow (10%) above agreed upon amounts as an incentive for the Hyatt Hotels Corporation 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 agreement contains performance tests, which, if failed for two consecutive years, grants the Authority the right to either terminate the management agreement or require Hyatt Hotels Corporation to pay a cure amount.

General - Other Funding Sources

Federal Grants-in-Aid, FDOT participation grants, PFCs, and CFCs are among some of the other sources of funding available to the Authority which do not generally constitute Revenues. In addition, CARES, CRRSA and ARPA (each as defined herein) funding was received by the Authority due to the COVID-19 pandemic. See "COVID-19 GLOBAL PANDEMIC IMPACTS ON THE AUTHORITY-Federal Aid Related to COVID-19" herein. For more information regarding the Authority's various sources of revenues see "AUTHORITY FINANCIAL INFORMATION" herein.

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. The AIP grant program is subject to periodic reauthorization and appropriation by Congress. Congress passed the FAA Reauthorization Act of 2024 in May 2024 reauthorizing the FAA for Fiscal Years 2024 to 2028 and providing a total of $105 billion in funding. If not reauthorized in 2028, the AIP could be affected by automatic across-the-board spending cuts, known as sequestration. 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. To the extent AIP grants are not available, the Authority may need to defer projects and/or issue debt to fund them. Pursuant to the PFC Act (as defined herein) 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.

The Infrastructure Investment and Jobs Act ("IIJA"), known as the Bipartisan Infrastructure Law ("BIL"), was signed into law November 15, 2021. The law secured a total of $25.0 billion in funding for U.S. airport infrastructure between Federal Fiscal Years 2022 to 2026. BIL provided $15.0 billion in Airport Infrastructure Grants ("AIG"), $5.0 billion in competitive Airport Terminal Program ("ATP") grants, and $5.0 billion to upgrade aging FAA-owned Air Traffic Control Tower facilities. See "CAPITAL IMPROVEMENT PROGRAM - Anticipated Funding for 2024 - 2029 Capital Improvement Program" for the Authority's receipt of AIP, AIG and ATP grants.

State Grants-in-Aid

FDOT implemented the Aviation Grant Program for certain aviation projects. FDOT matches FAA AIP grants at 12.5% for large hub airports and may match airport expenditures for projects not funded by FAA AIP at 50%. The Florida Legislature first used aviation fuel taxes imposed on aviation fuel sales to fund airport projects in 1983. The Florida Aviation Grant program was established to assist with aviation related projects. The Florida Strategic Intermodal System program funds projects that enhance the rail, road, airport and seaport systems. As the aviation fuel sales are dependent upon the industry as a whole, revenues generated and subsequent grants awarded are subject to a variety of potential conditions that may impact the annual fees generated. As such, to the extent that FDOT grants under these programs are not available, the Authority may need to defer projects and/or issue debt to fund them.

Other Contributed Capital

The Authority may receive "contributed capital" for projects from governmental and non-governmental sources that are typically non-recurring. The following table presents other contributed capital received by the Authority during Fiscal Years 2021, 2022 and 2023.

Contributed Capital Received by Authority
During Fiscal Years 2021, 2022 and 2023
(in millions)

	2023	2022	2021
Federal Sources	$10.1	$13.3	$4.4
State Sources	45.4	24.3	21.7
Non-Governmental Sources	0.4	2.1	1.4

Source: Greater Orlando Aviation Authority.

No assurance can be given that federal or state sources 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 INVESTMENT CONSIDERATIONS - FAA Reauthorization and Federal 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 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 PFC Regulations. Airport-related projects eligible for PFCs 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) 11 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 issued to fund 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 Authority has imposed the PFC since February 1993. On May 8, 2019, the FAA approved PFC Application 20 to fund a portion of Phase 1X of the South Terminal Complex ("Phase 1X") and on June 25, 2024, the FAA approved an amendment to PFC Application 20, which increased collection authority. On December 19, 2019 the FAA approved PFC Application 21 to fund a portion of the costs to construct the aircraft apron as part of Phase 1 of the South Terminal Complex and on September 19, 2024, the FAA approved PFC Application 22 to fund a portion of the costs of construction for the Airside 2 and 4 APM System Replacement in the North Terminal Complex. The Authority is authorized to collect and use PFCs for a total of $5.3 billion. Through September 30, 2023, PFC Revenues received by the Authority, including investment earnings, totaled $1.85 billion, of which $1.63 billion had been expended on approved PFC-eligible project costs. The Authority's current collection authority extends to July 1, 2046.

See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS - Capacity of the Airport; Cost and Schedule of 2024 - 2029 Capital Improvement Program" and " - Passenger Facility Charges" herein.

Available PFC Revenues will be utilized in accordance with the Amended and Restated Senior Bond Resolution, including, in particular, Section 727 thereof and are not included in the definition of Revenues. Accordingly, principal or interest to be paid from Available PFC Revenues is not included in the calculation of "Debt Service" for purposes of the Senior Bond Resolution, including for purposes of the rate covenant, the Additional Bonds Test and the calculation of the Composite Reserve Requirement. Available PFC Revenues can only be pledged to secure Senior Bonds to the extent provided for by an Issuing Instrument pursuant to the Senior Bond Resolution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" herein for information regarding the 2024 Available PFC Revenues available to pay debt service on the Series 2024 Senior Bonds and "APPENDIX B - AMENDED AND RESTATED SENIOR BOND RESOLUTION" attached hereto.

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The following table provides a listing of the Authority's PFC applications and associated amendments, and the collection authority as of September 19, 2024, and collections and expenditures as of June 30, 2024.

Passenger Facility Charges[1][2]
(as of September 19, 2024)

Application Number	Imposed Collection Authority	Spend Authority	Collections Through 6/30/2024	Expenditures Through 6/30/2024[3]	Cumulative Collection Authority
92-01-C-05-MCO (Closed)	$34,100	$34,100	$34,100	$34,100	$34,100
93-02-C-01-MCO (Closed)	8,140	8,140	8,140	8,140	42,240
95-03-C-02-MCO (Closed)	18,638	18,638	18,638	18,638	60,878
96-04-C-08-MCO (Closed) (PFC App #4)[4]	87,520	58,846	87,520	58,846	148,398
98-05-C-05-MCO (Closed)	114,472	114,472	114,472	114,472	262,869
99-06-C-03-MCO (PFC App #6)[4]	86,619	115,294	86,619	93,779	349,489
00-07-C-04-MCO	174,236	174,236	174,236	103,403	523,725
00-08-C-02-MCO	54,834	54,834	54,834	39,704	578,559
02-09-C-07-MCO (Closed)	92,658	92,658	92,658	92,658	671,216
05-10-C-10-MCO	749,304	749,304	749,304	336,391	1,420,520
07-11-C-02-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
09-13-C-03-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
11-14-C-02-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
13-15-C-01-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
13-16-C-02-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
14-17-C-01-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
17-18-C-02-MCO (Combined Into PFC #19)	-	-	-	-	1,420,520
18-19-C-01-MCO[5]	3,014,881	3,014,881	518,753	750,795	4,435,401
19-20-C-02-MCO	553,725	553,725	-	57,650	4,989,126
19-21-C-00-MCO	78,000	78,000	-	62,941	5,067,126
24-22-C-00-MCO	232,658	232,658	-	-	5,299,784
Total	$5,299,784	$5,299,784	$1,939,273	$1,771,515	

(1) Unaudited. In thousands. Totals may not add due to rounding.
(2) The Authority is currently authorized to impose a PFC of $4.50 per enplaned passenger at the Airport.
(3) 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.
(4) PFC Application #4 was amended to reduce the Spend Authority by $28,674,316 for Cargo Road Improvements for Construction and Design. During the approval process for PFC Application #6, the $28,674,316 was included in the Spend Authority by the FAA.
(5) PFC Application #19, which is an amendment to PFC Applications #11, #13, #14, #15, #16, #17, and #18, achieves a uniform $4.50 collection rate.

Source: Greater Orlando Aviation Authority.

Customer Facility Charges

Pursuant to the CFC Enabling Resolution, the Authority collects a CFC which as of November 1, 2024, is imposed at a rate equal to $9.00 per transaction day and collected up to a maximum of seven days. The Authority has currently pledged the CFCs as security for the 2018 CFC Bank Note. CFCs are currently not included in the definition of Revenues or Available Revenues under the Senior Bond Resolution, but may, under certain circumstances, be designated as Available CFC Revenues in a Supplemental Resolution. The Authority is not planning to make such a designation; however, the Authority is currently exploring options to finance certain portions of the 2024 – 2029 Capital Improvement Program, including but not limited to, the ConRAC, such as pay-go, taxable CFC bonds, a TIFIA loan and/or a RRIF loan, which would include a pledge of CFCs and would constitute CFC Indebtedness. See "AUTHORITY INDEBTEDNESS - CFC Indebtedness" herein and "APPENDIX B - AMENDED AND RESTATED

SENIOR BOND RESOLUTION" attached hereto for more information regarding the use of CFCs and Available CFC Revenues.

COVID-19 GLOBAL PANDEMIC IMPACTS ON THE AUTHORITY

Pandemic's Impacts on Enplanements at the Airport

The COVID-19 pandemic and actions taken by international, national and local authorities to halt the spread of the virus resulted in a significant adverse effect on the airline industry and the Airport. Airlines experienced an unprecedented decrease in traffic, resulting in flight cancellations, route reductions and modifications, changes in aircraft used to service flights and airports and other operational changes instituted to mitigate and manage impacts of the pandemic. For Fiscal Year 2020, system-wide enplanements were approximately 59% of Fiscal Year 2019 levels. The Authority cannot predict whether there may be any adverse impacts from future public health measures on the Authority or its financial condition or operations.

Return to Pre-Pandemic Growth

In Fiscal Year 2023, the Authority hosted approximately 58 million total passengers. In Fiscal Year 2024, the Airport has continued to experience growth in enplanements. Total enplanements for Fiscal Year 2024 represented approximately 104% of the total for Fiscal Year 2023. For Fiscal Year 2024, combined domestic and international enplanements at the Airport were approximately 29.1 million compared to 27.9 million for Fiscal Year 2023.

The following Monthly Enplanements table provides a month-by-month comparison of air traffic data for the Airport prior to the pandemic in totals for Fiscal Year 2019 and most recently in Fiscal Year 2024.

Orlando International Airport Monthly Enplaned Passengers

	Monthly Enplanements (Fiscal Year)		Percent of 2019 (Same Month)
	2019	2024	2024
Oct	1,876,391	2,412,341	129%
Nov	2,021,696	2,425,867	120%
Dec	2,114,583	2,563,034	121%
Jan	2,084,238	2,464,985	118%
Feb	1,946,961	2,368,394	122%
Mar	2,384,019	2,741,839	115%
Apr	2,179,366	2,484,442	114%
May	2,218,675	2,528,749	114%
Jun	2,128,331	2,418,475	114%
Jul	2,210,681	2,436,458	110%
Aug	2,123,746	2,257,480	106%
Sep*	1,558,101	1,954,359	125%
Total	**24,846,788**	**29,056,423**	**117%**

*Preliminary for September 2024.

Source: Greater Orlando Airport Authority.

Federal Aid Related to COVID-19

As a direct result of the COVID-19 pandemic, three separate laws were enacted by the U.S. Congress that provided or continue to provide financial aid to airports around the country, the airlines and other concessionaires: (1) The Coronavirus Aid, Relief, and Economic Security Act ("CARES"), which became law on March 27, 2020; (2) additional airport specific funding under the Airports Coronavirus Recovery Grants Program, approved under the Coronavirus Response and Relief Supplemental Appropriation Act ("CRRSA"), which was announced on February 12, 2021; and (3) the American Rescue Plan Act of 2021 ("ARPA"), which became law on March 11, 2021.

The Authority was awarded/allocated approximately $384 million in combined CARES, CRRSA and ARPA grants for the Airport (the "COVID-19 Relief Grants"), a portion of which was allocated to ORL in the amount of approximately $8 million, and a portion was used for concession relief pursuant to the terms of various ARPA grants in the amount of approximately $26 million. The following table presents a summary of the allocation and utilization of the COVID-19 Relief Grants. As of October 31, 2024, the Authority has fully drawn all CARES, CRRSA, and ARPA grants.

The following table summarizes the federal COVID-19 relief grants received by the Authority and application of such grants to date.

COVID-19 Relief Grant Funding and Uses

Federal Relief Bill	Total	ORL Available	MCO Available	Less Concession Relief	Net Available for MCO
CARES	$170,771,779	$7,889,825	$162,881,954	$ --	$162,881,954
CRRSA	41,691,083	23,000	41,668,083	(5,260,599)	36,407,484
ARPA	171,368,787	59,000	171,309,787	(21,042,395)	150,267,392
Total	$383,831,649	$7,971,825	$375,859,824	($26,302,994)	$349,556,830

Actual Uses of Grants at MCO	FY 2021	FY 2022	FY 2023	FY 2024	Total
Operating Expenses	$ --	$ --	$ --	$ --	$ --
Debt Service (Series 2017A Subordinated Bonds)	43,375,152	40,579,679	--	--	83,954,831
Secondary Subordinated Indebtedness	--	--	42,602,000	--	42,602,000
Defeasances					
2010A Bonds	15,160,000	--	--	--	15,160,000
2011B, 2015A and 2016A Bonds	86,307,488	--	--	--	86,307,488
2013A Bonds	--	27,497,976	--	--	27,497,976
2017A Subordinated Bonds	--	94,034,535	--	--	94,034,535
Total	$144,842,640	$162,112,190	$42,602,000	--	$349,556,830

Source: Greater Orlando Aviation Authority.

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AUTHORITY FINANCIAL INFORMATION

Debt Service Requirements

The following table shows the debt service requirements for the Outstanding Senior Bonds, Series 2024 Senior Bonds, Outstanding Priority Subordinated Indebtedness, Outstanding Secondary Subordinated Indebtedness, Series 2024 Subordinated Bonds, total Series 2024 Bonds, and total aggregate debt service.

Debt Service Requirements[1]

Fiscal year Ending September 30[2]	Outstanding Senior Bonds Debt Service[3]	Series 2024 Senior Bonds Debt Service	Total Senior Bonds Debt Service	Outstanding Priority Subordinated Indebtedness Debt Service[4]	Series 2024 Subordinated Bonds Debt Service[5]	Total Priority Subordinated Indebtedness Debt Service	Outstanding Secondary Subordinated Debt Service[6]	Total Series 2024 Bonds Debt Service	Total Aggregate Debt Service[7]
2025	$ 126,860,684	$ 7,938,119	$ 134,798,803	$ 49,963,400	$ 7,968,830	$ 57,932,230	$ 17,356,477	$ 15,906,950	$ 210,087,510
2026	126,295,246	10,127,700	136,422,946	49,448,150	17,093,538	66,541,688	15,976,307	27,221,238	218,940,941
2027	126,293,406	10,129,450	136,422,856	48,903,900	45,770,538	94,674,438	-	55,899,988	231,097,294
2028	126,282,782	10,128,450	136,411,232	38,577,150	45,768,788	84,345,938	-	55,897,238	220,757,170
2029	119,828,379	10,129,450	129,957,829	38,577,150	45,769,288	84,346,438	-	55,898,738	214,304,267
2030	119,823,354	10,131,950	129,955,304	38,577,150	45,775,288	84,352,438	-	55,907,238	214,307,742
2031	101,247,010	10,130,450	111,377,460	60,342,150	45,769,788	106,111,938	-	55,900,238	217,489,398
2032	101,242,018	10,129,700	111,371,718	60,343,900	45,776,538	106,120,438	-	55,906,238	217,492,156
2033	97,365,875	10,129,200	107,495,075	60,341,150	45,778,038	106,119,188	-	55,907,238	213,614,263
2034	97,364,432	10,128,450	107,492,882	60,341,400	45,772,538	106,113,938	-	55,900,988	213,606,820
2035	97,372,969	10,131,950	107,504,919	60,341,650	45,768,288	106,109,938	-	55,900,238	213,614,857
2036	97,377,166	10,128,950	107,506,116	60,343,900	45,773,038	106,116,938	-	55,901,988	213,623,054
2037	97,374,733	10,129,200	107,503,933	60,344,900	45,774,038	106,118,938	-	55,903,238	213,622,871
2038	97,362,749	10,131,950	107,494,699	60,341,400	45,774,038	106,115,438	-	55,905,988	213,610,137
2039	97,372,955	10,131,450	107,504,405	60,340,150	45,775,538	106,115,688	-	55,906,988	213,620,093
2040	92,076,143	10,132,200	102,208,343	60,343,150	45,765,788	106,108,938	-	55,897,988	208,317,281
2041	92,072,393	10,128,263	102,200,656	60,341,400	45,770,625	106,112,025	-	55,898,888	208,312,681
2042	92,076,543	10,127,788	102,204,331	60,341,150	45,771,950	106,113,100	-	55,899,738	208,317,431
2043	92,064,443	10,129,725	102,194,168	60,343,150	45,771,350	106,114,500	-	55,901,075	208,308,668
2044	92,071,393	10,128,025	102,199,418	60,341,650	45,770,150	106,111,800	-	55,898,175	208,311,218
2045	92,068,543	10,131,900	102,200,443	60,343,400	45,774,413	106,117,813	-	55,906,313	208,318,256
2046	78,119,093	10,130,038	88,249,131	60,343,650	45,769,675	106,113,325	-	55,899,713	194,362,456
2047	76,713,993	10,131,650	86,845,643	60,342,650	45,772,000	106,114,650	-	55,903,650	192,960,293
2048	76,716,983	10,130,425	86,847,408	60,340,400	45,776,400	106,116,800	-	55,906,825	192,964,208
2049	76,709,633	10,130,313	86,839,946	60,344,400	45,767,888	106,112,288	-	55,898,200	192,952,234
2050	36,782,043	-	36,782,043	60,340,600	45,767,000	106,107,600	-	45,767,000	142,889,643
2051	36,783,518	-	36,783,518	60,341,000	45,767,963	106,108,963	-	45,767,963	142,892,481
2052	36,784,413	-	36,784,413	60,342,000	-	60,342,000	-	-	97,126,413
2053	20,391,125	-	20,391,125	-	-	-	-	-	20,391,125
2054	20,390,213	-	20,390,213	-	-	-	-	-	20,390,213
TOTAL	$2,641,284,223	$251,056,744	$2,892,340,967	$1,591,576,100	$1,169,353,305	$2,760,929,405	$33,332,784	$1,420,410,050	$5,686,603,157

(1) Numbers may not add due to rounding.
(2) The debt service requirements are shown for the period in which they accrue and not for the period in which they are paid and reflect the principal payments due on October 1.
(3) Includes debt service on all Outstanding Senior Bonds, including debt service to be paid from Available PFC Revenues. Excludes debt service on defeased debt. See "PLAN OF FINANCE" and "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS - Available PFC Revenues" herein.
(4) Includes debt service on all Outstanding Priority Subordinated Indebtedness and excludes debt service on amounts drawn and outstanding under the Existing Lines of Credit, which are Secondary Subordinated Indebtedness.

(5) Reflects debt service on the Series 2024 Subordinated Bonds net of capitalized interest.
(6) Reflects scheduled payments on a draw on one of the Existing Lines of Credit that was made on a taxable, fixed term basis and used to refund a portion of the Authority's Airport Facilities Revenue Bonds, Series 2016A (AMT) and Airport Facilities Revenue Bonds, Series 2016B (Non-AMT).
(7) Does not include payments made on the fixed capital component of the OUC Obligation under the OUC Global Agreement. Such payments are in the amount of $4,919,280 per year for Fiscal Years 2025 through and including 2041 and $409,940 for Fiscal Year 2042 and are paid from the Discretionary Fund. The OUC Obligation is unsecured and subordinate to all other obligations.

Source: Greater Orlando Aviation Authority.

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Historical Statement of Revenues and Expenses

The following table presents historical amounts of Revenues, Expenses and Changes in Net Position of the Airport for Fiscal Years 2019 through 2023. These historical amounts relate solely to the Airport and do not include revenues and expenses for ORL; however, the audited financial statements attached as "APPENDIX E – AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2023 AND 2022" hereto present the combined financial position, results of operations and cash flows of the Airport and ORL. For more information regarding Authority revenues and other funding sources see "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES – Passenger Facility Charges" and " – Customer Facility Charges" herein.

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Greater Orlando Aviation Authority
Orlando International Airport
Statement of Revenues, Expenses and Changes in Net Position
Fiscal Years 2019 - 2023
(in thousands)

	2023	2022	2021	2020	2019
Operating Revenues:					
Airfield area	$69,325	$47,234	$53,031	$56,052	$61,138
Terminal area	349,054	251,443	192,591	182,048	247,190
Ground transportation	247,302	228,159	153,410	143,134	200,477
Other buildings and grounds	28,461	33,619	21,939	21,828	23,273
Hotel	53,188	46,528	23,534	26,816	41,753
Rail	3,814	2,281	2,129	4,349	4,311
Total Operating Revenues	$751,144	$609,264	$446,634	$434,227	$578,142
Operating Expenses:					
Operation and facilities	$246,353	$161,031	$131,157	$142,074	$165,494
Safety and security	67,215	50,130	44,437	48,082	48,342
Administration	98,882	70,135	62,111	68,672	80,660
Hotel	35,998	31,153	19,416	21,969	29,880
Other	4,189	(1,815)	(1,900)	2,901	1,692
Total Operating Expenses before depreciation	$452,637	$310,634	$255,221	$283,658	$326,068
Operating income before depreciation	$298,507	$298,630	$191,413	$150,569	$252,074
Depreciation	(231,958)	(170,440)	(182,349)	(188,720)	(181,034)
Operating Income	$66,549	$128,190	$9,064	$(38,151)	$71,040
Non-Operating Revenues (Expenses):					
Investment income	$54,743	$12,307	$5,358	$15,174	$22,218
Net increase (decrease) in the fair value of investments	6,740	(18,886)	(7,688)	7,493	8,536
Lease interest income	40,073	12,626	13,502	-	-
Interest expense	(108,626)	(120,478)	(18,786)	(35,282)	(33,914)
Lease interest	(3,242)	-	-	-	-
Subscription Interest Expense	(62)	(95)	-	-	-
Participating Airline net revenue sharing	(99,464)	(99,248)	(32,658)	(25,575)	(77,111)
Passenger facility charges	107,364	100,353	76,667	52,308	98,415
Customer facility charges	39,945	37,090	26,767	25,136	43,804
Federal and state grants	42,683	162,277	144,966	197	(775)
Other	2,482	558	9,128	44,948	4,235
Income before Capital Contributions	$149,185	$214,694	$226,320	$46,248	$136,448
Capital Contributions[(1)]	55,470	37,279	27,265	82,772	36,275
Increase in Net Position	$204,655	$251,973	$253,585	$129,020	$172,723
Total Net Position, Beginning of Year	$3,290,214	$3,038,241	$2,784,656	$2,655,636	$2,482,913
Total Net Position, End of Year	$3,494,869	$3,290,214	$3,038,241	$2,784,656	$2,655,636

(1) Includes amounts received as grants from Federal and State programs that by definition are excluded from Revenues under the Bond Resolution.

Source: Greater Orlando Aviation Authority.

Analysis of Airport Financial Results

Fiscal Year Ended September 30, 2022. Overall, the operating revenues of the Airport increased $162.6 million in Fiscal Year 2022, or 36.41% as compared to Fiscal Year 2021, with Participating Airline revenue increasing $35.5 million or 23.3%, and Nonparticipating Airline revenue increasing $17.8 million or 120.2% during this period. Overall, Concession revenues decreased $0.6 million or 0.8%, Food and Beverage and General Merchandise combined revenues decreased $6.9 million or 13.1%, Service Concession and Other Terminal Area revenues increased $6.2

million or 25.1% in Fiscal Year 2022 as compared to Fiscal Year 2021. Ground Transportation revenues increased $74.7 million or 48.7% and Hotel revenues increased $23.0 million or 97.7% in Fiscal Year 2022 as compared to Fiscal Year 2021. Rail revenues remained relatively flat for Fiscal Year 2022 when compared to Fiscal Year 2021.

Fiscal Year Ended September 30, 2023. Overall, the operating revenues of the Airport increased $141.9 million in Fiscal Year 2023, or 23.3% as compared to Fiscal Year 2022, with Participating Airline revenue increasing $73.3 million or 39.1%, and Nonparticipating Airline revenue increasing $21.3 million or 65.5% during this period. Overall, Concession revenues increased $21.8 million or 28.5%, Food and Beverage and General Merchandise combined revenues increased $14.4 million or 31.7%, Service Concession and Other Terminal Area revenues increased $7.4 million or 23.8% in Fiscal Year 2023 as compared to Fiscal Year 2022. Ground Transportation revenues increased $19.1 million or 8.4% and Hotel revenues increased $6.7 million or 14.3% in Fiscal Year 2023 as compared to Fiscal Year 2022. Rail revenues increased $1.5 million or 67.2% Fiscal Year 2023 when compared to Fiscal Year 2022.

Airport's Current Financial Information

The following table presents unaudited Revenues, Expenses and Changes in Net Position of the Airport for Fiscal Year 2024 results through June 30, 2024 and the same period in 2023. These amounts relate solely to the Airport and do not include revenues and expenses for ORL. These amounts are unaudited and have been prepared by, and are the responsibility of, the Authority. For more information regarding Authority revenues and other funding sources see "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES – Passenger Facility Charges" and " – Customer Facility Charges" herein.

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Greater Orlando Aviation Authority
Orlando International Airport
Statement of Revenues, Expenses and Changes in Net Position
as of June 30, 2024 compared to as of June 30, 2023
(in thousands)
(unaudited)

	Nine Month Period Ended June 2023	Nine Month Period Ended June 2024[2]	Percentage Change from 2023 to 2024
Operating Revenues:			
Airfield area	$56,784	$64,659	13.9%
Terminal area	274,016	313,396	14.4%
Ground transportation	186,380	207,887	11.5%
Other buildings and grounds	18,883	20,083	6.4%
Hotel	41,929	42,718	1.9%
Rail	2,655	4,441	67.3%
Other	2,371	21,744[3]	817.1%
Total Operating Revenues	$583,018	$674,928	15.8%
Operating Expenses:			
Operation and facilities	$174,052	$185,200	6.4%
Safety and security	49,252	53,559	8.7%
Administration	65,447	72,144	10.2%
Hotel	27,761	28,796	3.7%
Other	1,124	1,863	65.8%
Total Operating Expenses before depreciation	$317,636	$341,562	7.5%
Operating income before depreciation	$265,382	$333,366	25.6%
Depreciation	(183,691)	(171,792)	(6.5%)
Operating Income	$81,691	$161,574	97.8%
Non-Operating Revenues (Expenses):			
Investment income	$41,549	$41,822	0.7%
Net increase (decrease) in the fair value of investments	4,423	9,959	125.2%
Lease interest income	29,558	30,137	2.0%
Interest expense	(81,513)	(77,069)	(5.5%)
Lease interest	(2,072)	(2,595)	25.2%
Subscription Interest Expense	-	(127)	N/A
Participating Airline net revenue sharing	(59,933)	(85,597)	42.8%
Passenger facility charges	80,412	88,181	9.7%
Customer facility charges	30,925	51,395	66.2%
Federal and state grants	42,677	83	(99.8%)
Other	167	326	95.2%
Income before Capital Contributions	$167,884	$218,089	29.9%
Capital Contributions[1]	25,712	112,920	339.2%
Increase in Net Position	$193,596	$331,009	71.0%
Total Net Position, Beginning of Year	$3,290,214	$3,494,869	
Total Net Position, End of Year	$3,483,810	$3,825,878	

(1) Includes amounts received as grants from Federal and State programs that by definition are excluded from Revenues under the Bond Resolution.
(2) Results for the first nine months of Fiscal Year 2024 may not be indicative of results for the full Fiscal Year 2024.
(3) Includes $18.362 million of ARPA funds.

Source: Greater Orlando Aviation Authority.

Historical Debt Service Coverage

The following table presents the historical debt service coverage for the Outstanding Senior Bonds for Fiscal Years 2019 through 2023.

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Greater Orlando Aviation Authority
Orlando International Airport
Historical Debt Service Coverage Per Amended and Restated Senior Bond Resolution
(in thousands)

SENIOR BOND RESOLUTION RATE COVENANT		**2023**	**2022**	**2021**	**2020**	**2019**
Revenues[1]		$862,092	$797,244	$587,193	$489,998	$597,900
Less:						
Operations and Maintenance Expenses[2]		(434,758)	(318,276)	(257,034)	(274,526)	(305,247)
Net Revenues	A	$427,334	$478,968	$330,159	$215,472	$292,653
Aggregate Debt Service on Outstanding Senior Bonds		$138,922	$132,556	$128,560	$128,389	$129,996
Less Debt Service paid from Available PFC Revenues[3]		(80,709)	(75,659)	(70,861)	(70,635)	(30,934)
Net Debt Service on Outstanding Senior Bonds	B	$58,213	$56,897	$57,699	$57,754	$99,062
Net Debt Service on Outstanding Priority Subordinated Indebtedness and Other Parity Indebtedness	C	$96,045	$48,137	$50,931	$10,050	$7,555
Repayment Obligations[4]	D		$121,533	$101,467		
Total Debt Service on Outstanding Senior Bonds and Outstanding Priority Subordinated Indebtedness and Other Parity Indebtedness	[E=B+C+D]	$154,258	$226,567	$210,097	$67,804	$106,617
Debt Service Coverage						
Coverage ratio for Outstanding Senior Bonds	[A/B]	7.34	8.42	5.72	3.73	2.95
Coverage ratio for Outstanding Senior Bonds, Outstanding Priority Subordinate Indebtedness and other Parity Indebtedness[5]	[A/E]	2.77	2.11	1.57	3.18	2.74

(1) Revenues are earned by the Airport Facilities Revenue Account before revenue sharing with Airlines pursuant to the Revenue Sharing Agreement. For Fiscal Years 2021, 2022 and 2023, Revenues include grant funds received from CARES, CRRSA and ARPA (collectively, the "COVID-19 Grants"), in the aggregate amount of $144,842,000, $162,112,000 and $42,602,000, for Fiscal Year 2021, 2022 and 2023 respectively, which were used to (i) reimburse the Authority for the repayment of draws against Secondary Subordinated Indebtedness, and (ii) defease Senior Bonds and Priority Subordinated Indebtedness. If the COVID-19 Grants were not included in Net Revenues [A], the Coverage ratio for Outstanding Senior Bonds [A/B] would have been 3.21, 5.57 and 6.61 for Fiscal Years 2021, 2022 and 2023 respectively. See "SUMMARY OF CERTAIN PROVISIONS OF THE RATE RESOLUTION AND THE AUTHORITY'S RATE MAKING METHODOLOGY – "Revenue Sharing Agreement" herein.

(2) Expenses and encumbrances incurred within the Airport Facilities Operation and Maintenance Account, excluding the O&M component of OUC Obligation amount described in note (5) below.

(3) The Authority has designated certain PFC Revenues as Available PFC Revenues under the Senior Bond Resolution. Such Available PFC Revenues may be used to pay a portion of the debt service on certain Senior Bonds and will, in turn, reduce the amount of debt service that the rate covenant under the Senior Bond Resolution require to be covered each Fiscal Year. See "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS – Available PFC Revenues" herein for more information.

(4) Repayment Obligations represent amounts drawn from lines of credit for the defeasance of debt, which were reimbursed using a portion of the COVID-19 Grants.

(5) The Authority has another financial obligation arising from the Global Agreement with the OUC relating to the development and operation of the Backup Generation Facility and Central Energy Plant, which obligation is both unsecured and subordinate to all other obligations. Payments under the Global Agreement became effective upon the Turnover Date (as such term is defined in the Global Agreement) which occurred in Fiscal Year 2023. The aggregate amount of the OUC Obligation for Fiscal Year 2023 is $8,587,963, which includes both capital and operating expense related payments. If the OUC Obligation had been included in the Coverage ratio for Outstanding Senior Bonds, Outstanding Priority Subordinate Indebtedness and other Parity Indebtedness [A/E] it would have been 2.62. See Notes 11 and 13 of the Authority's 2023 audited financial statements.

Source: Greater Orlando Aviation Authority.

The following table presents Available Net Revenues available for payment of Outstanding Priority Subordinated Indebtedness pursuant to the Amended and Restated Senior Bond Resolution and the Master Subordinated Indenture for Fiscal Years 2019 through 2023.

Greater Orlando Aviation Authority
Orlando International Airport
Available Net Revenues Available for Payment of Outstanding Priority Subordinated Indebtedness
Per Amended and Restated Senior Bond Resolution
(in thousands)

	2023	2022	2021	2020	2019
Net Revenues	$427,334	$478,968	$330,159	$215,472	$292,653
Less: Debt Service on Outstanding Senior Bonds	(58,213)	(56,897)	(57,699)	(57,754)	(99,062)
Available Net Revenues for payment of Outstanding Priority Subordinated Indebtedness	$369,121	$422,071	$272,460	$157,718	$193,591

Source: Greater Orlando Aviation Authority.

See "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" herein and Exhibit G of the Report of the Airport Consultant for the Airport Consultant's forecast regarding debt service coverage for the Series 2024 Bonds, the Outstanding Senior Bonds, the Outstanding Priority Subordinated Indebtedness and the 2026 Bonds.

As of September 30, 2023, the days cash and investments were equivalent to 762 days of operation and maintenance expenses, compared to 876 days as of September 30, 2022 and 877 days as of September 30, 2021.

Pension and Other Postemployment Benefits

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 assumptions for Fiscal Years 2021 and 2022 include: (a) rate of return on investments of 6.75% per year, respectively, (b) projected salary increases of 4.00%, (c) inflation adjustments of 2.50%, and (d) assumed the mortality Pub G.H-2010 Generational with Mortality Improvement Scale MP-2018.

The Authority's contributions to the DB Plan for each of the Fiscal Years ended September 30, 2021, 2022 and 2023 were approximately $2.2 million, $2.0 million and $1.3 million, respectively, which represents or exceeds the required amount.

The DB Plan actuarial valuation as of October 1, 2022 was approved by the Authority's Retirement and Benefits Committee on April 6, 2023. As permitted by GASB Statement No. 68, this valuation was used to determine the net pension liability for the Fiscal Year ended September 30, 2023 Statement of Net Position for the Authority.

As result of the assumptions in the most recent DB Plan actuarial valuation, as of October 1, 2023, the unfunded actuarial accrued liability is $5.1 million, with a funded ratio of 96.4%.

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 may contribute 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 $3.6 million, $3.8 million and $4.5 million for the years ending September 30, 2021, 2022 and 2023, respectively.

Multiple-Employer Pension Plans. All firefighters employed by the Authority participate in the Florida Retirement System ("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.

As a participant in FRS, the Authority is also a participant in the Retiree Health Insurance Subsidy ("HIS") Program, which is a cost-sharing, multiple employer defined benefit plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the State administered retirement systems in paying their health insurance costs. For the Fiscal Year ended June 30, 2022, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $5. The minimum payment was $30 for Fiscal Year 2022 and the maximum was $150 per month, pursuant to Section 112.363, Florida Statutes. For the Fiscal Year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $7.50. The minimum payment was $45 for Fiscal Year 2023 and the maximum was $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the State administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

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 Authority's required contribution rates are as follows:

	Special Risk	**DROP**
July 1, 2024 – June 30, 2025	32.79%	21.13%
July 1, 2023 – June 30, 2024	32.67	21.13
July 1, 2022 – June 30, 2023	27.83	18.60
July 1, 2021 – June 30, 2022	25.89	18.34

Source: Greater Orlando Aviation Authority.

The Authority's contributions to the FRS for each of the Fiscal Years ended September 30, 2021, 2022 and 2023 were approximately $1.7 million, $1.9 million and $2.3 million, respectively, which represents the required contributions for each Fiscal Year.

Other Post-Employment Benefits ("OPEB"). 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 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 Authority's contributions to the OPEB plan for each of the Fiscal Years ended September 30, 2021, 2022, and 2023 were approximately $1.3 million, $0.7 million and $0.0 million, respectively, which represents or exceeds the required contributions for each Fiscal Year.

As of the most recent Actuarial Valuation of the GOAAHP as of October 1, 2023, the unaudited actuarial asset is $9.5 million with a funded ratio of 114.6%.

Insurance

The Authority has developed a risk management program in response to its exposure to risks related to torts; theft of, damage to, or destruction of assets; errors and omissions; employee workplace accidents or disease; and natural disasters. One mitigation strategy is the procurement of commercial insurance. Property and liability insurance is renegotiated and renewed or replaced on May 1 of each calendar year. The Authority uses an independent risk management and insurance consultant to assist in the design of an insurance program that is in the best interest of the Authority, which includes their evaluation, negotiation and recommendation of coverages and quotations. See "APPENDIX E – AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2023 AND 2022" for additional information on the Authority's insurance program.

Environmental Liabilities

The Airport System 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 for the Airport System, as of September 30, 2023, measured at $1.6 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.

CAPITAL IMPROVEMENT PROGRAM

Overview

The Authority's capital improvement program is a multi-year plan of major capital projects, linked to the Authority's strategic goals. It is modular and demand driven, designed to accommodate existing and forecast passenger demand at the Airport for Fiscal Years 2024 through 2029. The 2024 - 2029 Capital Improvement Program was adopted by the Board in June 2024, was slightly modified in October 2024, and provides a roadmap for implementing the component projects, including targeted completion dates, budgets, and anticipated funding plan. The 2024 - 2029 Capital Improvement Program is dynamic in nature, reflecting current changes in the market, available funding, and the Authority's priorities. The component projects consist of on-going and future projects in varying stages of execution, derived from the Authority's master plan and are being developed to address passenger safety, security, passenger experience, as well as the increasing demand for air service to Central Florida.

The 2024 - 2029 Capital Improvement Program consists of: (a) capacity enhancements, renovations, and expansion for the North Terminal; (b) improvements to the baggage handling system; (c) additional projects for Terminal C and early work and enabling projects for Terminal C Phase 2; (d) airfield rehabilitation projects; (e) ground transportation projects including the rental car expansion program that may include a ConRAC, subject to certain factors discussed herein; and (f) other projects to maintain and enhance the Airport facilities. The estimated total aggregate cost of the 2024 - 2029 Capital Improvement Program is approximately $5.44 billion, including allowances for inflation. In addition to the 2024 - 2029 Capital Improvement Program, the Authority also undertakes renewal and replacement of major assets on an ongoing basis.

The Authority reassesses its capital needs at least annually and will modify the 2024 - 2029 Capital Improvement Program as necessary to accommodate demand-driven traffic activity, security needs, any needed receipt of required environmental and other regulatory approvals, and other factors which could result in increases or decreases to the size or number of projects in the 2024 - 2029 Capital Improvement Program or extend or accelerate the timing to complete certain projects as well as incorporate changes in available funding sources.

The 2024 - 2029 Capital Improvement Program is expected to be funded through a combination of the proceeds of the Series 2024 Bonds, proceeds of certain prior Senior Bonds, certain prior Priority Subordinated Indebtedness, the 2026 Bonds, federal grants, FDOT participation grants, PFC Revenues, CFCs (including CFC Indebtedness), a potential TIFIA loan or RRIF loan supported by CFC revenues, third party sources (including public-private partnerships), other debt, which may include third party financing, lines of credit and other Airport funds. The Authority may elect to defer, or to change, the funding plan for any of the projects. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS - Capacity of the Airport; Cost and Schedule of 2024 - 2029 Capital Improvement Program" herein. The Authority does not need additional PFC approval to complete the 2024-2029 Capital Improvement Program.

The Authority recently commenced with an MCO Master Plan Update ("MPU") that is expected to be completed in mid-2027. The MPU will be a comprehensive study to identify future infrastructure improvements to accommodate the long-term growth in enplaned passengers, maintain and enhance the Airport's place as a premier airport, and fulfill its mission to connect Florida and the world. The MPU will provide a blueprint for future short-, medium-, and long-term development of the Airport over the next 20 years and may recommend terminal expansions and renovations, additional parking facilities, airfield enhancements, and other significant projects and investments, which costs have not been determined to date.

North Terminal Complex

The North Terminal Complex currently accommodates the majority of passenger traffic at the Airport. Improvements to the North Terminal Complex included in the 2024 - 2029 Capital Improvement Program are designed to (1) increase the capacity limits of various functional elements (e.g., gates, curb, security checkpoint, baggage, etc.), (2) expedite international processing, and (3) improve the overall travel experience. Some improvements to the North Terminal Complex included in the 2024 - 2029 Capital Improvement Program are $232.8 million for restroom upgrades as well as renovations to Airsides 1 and 3, concessions, and Landside Levels 1 and 2. Additionally, the 2024 – 2029 Capital Improvement Program includes $652 million to replace a portion of the baggage system in Terminals A and B in the North Terminal Complex in a multi-phased project. The North Terminal Complex provides 93 gates on four airsides. The 2024 – 2029 Capital Improvement Program also includes $67.7 million for an Airline Terminal Improvement Account that will fund certain costs to relocate Airlines and modify space to rebalance terminal utilization. The North Terminal Complex improvements have an estimated cost of $1.46 billion with the majority of the projects expected to be completed prior to the end of Fiscal Year 2029.

For more detailed information about the North Terminal Complex and the Authority's 2024 - 2029 Capital Improvement Program, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

South Terminal Complex (Terminal C)

In the first quarter of 2017, the Authority commenced construction of the 16-gate Phase 1 of the South Terminal Complex with an expected opening in October 2021. In May 2018, the Authority authorized staff to proceed with procurement of professional services for design and early construction activities of Phase 1X to add three additional gates for a total of 19 gates with each gate able to accommodate both international and domestic air traffic. However, due to the impact of the COVID-19 pandemic, in May 2020, the Authority deferred construction of 4 gates and decided to open with 15 gates (20 narrow-body equivalent gate positions). Construction of Phase 1 of Terminal C landside was completed in September 2022 at a cost of $2.8 billion. Terminal C opened in September 2022. The 2024 – 2029 Capital Improvement Program includes $959 million for that will fund certain costs to related to Phase 2 of the South Terminal Complex as well as 4 additional gates.

For more detailed information about South Terminal Complex and the Authority's 2024 - 2029 Capital Improvement Program, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

Airfield Rehabilitation

The Authority has identified a series of additional improvements included in the 2024-2029 Capital Improvement Program to maintain the airfield with the goal of maximizing AIP and FDOT grant participation for Fiscal Years 2024 through 2029. The airfield rehabilitation improvements have an estimated cost of $238.7 million.

For more detailed information about the airfield rehabilitation and the Authority's 2024 - 2029 Capital Improvement Program, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

Ground Transportation and Other Projects

Ground transportation improvements include a potential ConRAC program, ongoing roadway and signage improvements, parking improvements, the ground transportation facility pedestrian bridge, and other roadway improvements totaling $2.6 billion, with the ConRAC representing $1.44 billion of this amount. The Authority is not committed to developing the ConRAC until the design, scope, budget, and means of funding are developed, and negotiations are on-going with the on-Airport rental car companies to support its development. Other miscellaneous improvements to the Airport include wildlife attractant removal, fiber infrastructure, office trailers, warehouse renovation, and advanced air mobility projects totaling $231 million.

While some projects may be subject to National Environmental Policy Act ("NEPA") review, none of the current 2024 – 2029 Capital Improvement Program projects will trigger an Environmental Impact Statement.

For more detailed information about the Authority's 2024 - 2029 Capital Improvement Program, see "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" attached hereto.

Anticipated Funding for 2024 - 2029 Capital Improvement Program

The Authority plans to fund the 2024 - 2029 Capital Improvement Program from a number of sources, including FAA AIP grants, AIG grants, ATP grants, FDOT grants, Transportation Security Administration grants, PFC pay-as-you-go revenues, proceeds of previously issued Bonds, Authority funds, third party sources (including public-private partnerships), proceeds of the Series 2024 Bonds and proceeds of the 2026 Bonds. The Authority has received FAA approval to fund all PFC-eligible portions of the 2024 – 2029 Capital Improvement Program, with PFC Revenues as shown in the chart below.

See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS - Capacity of the Airport; Cost and Schedule of 2024 – 2029 Capital Improvement Program" herein.

The following table provides a summary of the Authority's current expectations regarding the funding sources for the various portions of the 2024 - 2029 Capital Improvement Program (in thousands).

Federal Grants	Non-Federal Grants	Authority Funds	PFC Revenues (pay-as-you-go)	Previous Senior Bonds (PFC)	Additional Senior Bonds (PFC)	Previous Senior Bonds (payable from Net Revenues)	Additional Senior Bonds (payable from Net Revenues)	Subordinated Indebtedness	Other	Total
$496,863	$144,701	$193,401	$96,448	$9,859	$153,419	$106,884	$1,237,086	$1,352,799	$1,647,595	$5,439,055

Source: Greater Orlando Aviation Authority.

Federal Grants funding includes approximately $154 million of AIP, $222 million of AIG grants, and $120 million of ATP grants. Non-Federal Grants funding includes FDOT funding. Other funding consists primarily of CFC funding of approximately $1.5 billion.

The total amount of the 2024-2029 Capital Improvement Program is approximately $5.44 billion. For more information regarding the Authority's various sources of funding, including Revenues and grants, see "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" and " - Customer Facility Charges," "AUTHORITY FINANCIAL INFORMATION," "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS" and "APPENDIX A - REPORT OF THE AIRPORT CONSULTANT" herein.

REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST

General

The Report of the Airport Consultant, dated November 19, 2024, as amended on November 25, 2024 to restate Figure 18, 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. The Report of the Airport Consultant presents certain Airline traffic and financial forecasts for the Forecast Period and sets forth the assumptions upon which the forecasts are based.

As stated in the Report of the Airport Consultant, any forecast is subject to uncertainties. Therefore, there will be differences between forecast and actual results, and those differences may be material. The financial forecasts in the Report of the Airport Consultant 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 Authority's future operating and financial performance, however, will vary from the forecasts and such variances may be material. See APPENDIX A attached hereto for more information about the financial forecasts and detailed assumptions used in the Report of the Airport Consultant.

Projected Net Revenues and Debt Service Coverage

The following table, which has been extracted from the Report of the Airport Consultant, shows projected Net Revenues available for debt service, the net debt service requirements on all Outstanding Senior Bonds, and Outstanding Subordinated Indebtedness and estimated debt service on the Series 2024 Bonds and the 2026 Bonds (which for purposes of the forecasts are assumed to be issued as Senior Bonds) as well as projected debt service coverage on all Bonds and total indebtedness during the Forecast Period. The forecasts in the Report of the Airport Consultant indicate compliance with the rate covenant under the Senior Bond Resolution and Master Subordinated Indenture for each Fiscal Year of the Forecast Period.

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Projected Rate Covenant Compliance
for Fiscal Years 2025 - 2028
(in thousands, except Coverage)

		2025	2026	2027	2028
Net Revenues	A	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Senior Bonds					
Senior Bonds Debt Service[1]	B	$ 152,630	$ 159,764	$ 179,251	$ 205,712
Less: Available PFC Revenues[2]	C	(85,760)	(88,203)	(88,201)	(88,194)
Net Debt Service	B - C = D	$ 66,870	$ 71,561	$ 91,049	$ 117,518
Senior Bonds Coverage	= A / D	5.69	5.85	4.53	3.73
Available Net Revenues	A - D = E	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Priority Subordinated Indebtedness[3]					
Subordinated Bonds Debt Service	F	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Subordinated Bonds Coverage	= E/F	4.13	4.15	3.28	3.66
Central Energy Plant Obligation[4]	G	$ 10,189	$ 10,278	$ 10,368	$ 10,460
Total Indebtedness Coverage	= A / (D + F + G)	2.49	2.53	2.07	2.03

(1) Includes actual debt service on all Outstanding Senior Bonds, and estimated debt service on the Series 2024 Senior Bonds, the Series 2024 Subordinated Bonds, the anticipated refinancing of the Series 2015A Bonds in Fiscal Year 2025, and the 2026 Bonds (which for purposes of the forecast are assumed to be issued as Senior Bonds) as provided by the Municipal Advisors, net of capitalized interest.
(2) Debt service expected to be paid from Available PFC Revenues.
(3) Includes actual debt service on all Outstanding Priority Subordinated Indebtedness. PFC Revenues are not currently pledged to pay principal and interest on Subordinated Indebtedness.
(4) Includes operating and capital charges for the Terminal C central plant.
Source: Debt service: Greater Orlando Aviation Authority and the Municipal Advisors. Net Revenues, Available Net Revenues, and coverage: LeighFisher.

AUTHORITY SUSTAINABILITY MANAGEMENT PLAN

Authority Sustainability Management Plan The Board unanimously approved a Sustainability Management Plan ("SMP") in 2013, which has been updated over time, as a roadmap to reduce dependency on fossil fuels; lower the demand for potable water; preserve natural lands; divert landfill waste to better uses, and support alternative transportation. The Authority defines sustainability as the responsibility to construct and operate the airport facilities in a manner that ensures future generations will enjoy the same environment that we experience today. Sustainability efforts are achieved through a balance between the environment and community outreach, and the economics of managing the Airport.

The objective of the SMP is continuous improvement in operations, maintenance, purchasing, engineering, and construction at the Airport. The SMP was developed to adopt established sustainability rating systems and certifications, including the United States Green Building Council ("USGBC"), Leadership in Energy and Environmental Design ("LEED") standards, and ISO 14001. A number of these objectives have been achieved including:

- The LEEDv4 certified South Terminal C, which has a 91% waste diversion rate.
- The LEEDv4 certified Automated People Mover/Intermodal Terminal Facility located in South Terminal C, which achieved design goals of 25% reduction in energy use and 38% decrease in water use since 2018.
- Two LEEDv4 O&M certified buildings: West ARFF and Facilities Administration.
- The Global Agreement has a focus on providing reliability and sustainability services, including through use of floating solar facilities to support building LEED certification for South Terminal C.
- The Airport is the only airport to have received full accreditation by the Emergency Management Accreditation Program ("EMAP"), a gold standard for emergency management programs.

Other initiatives included in the plan have been incorporated into the operations at the Airport and ORL, such as:

- Active Recycling Program
- Enterprise Content Management ("ECM") System
- Energy and Water Conservation
- Energy Star Building Certification
- Occupancy Sensors to Control Lighting and Temperature
- High Efficiency HVAC Systems
- High Efficiency Lighting in Airfield, Garages and Terminal
- LCD & LED Monitors
- Low Flow Bathroom Fixtures
- Construction using LEED Standards
- Oil/Water Separators Throughout Airport
- Plans to construct a single consolidated rental car facility (as part of the 2024 – 2029 Capital Improvement Program)
- Compressed Natural Gas Station Under Construction

CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTMENT CONSIDERATIONS

The information in this section describes certain factors affecting the air transportation industry and other investment considerations which may impact the payment of or security for the Series 2024 Bonds, the Outstanding Senior Bonds and the Outstanding Subordinated Indebtedness. This section provides a general overview of certain investment considerations that should be taken into account, in addition to the other matters set forth in this Official Statement, in evaluating an investment in the Series 2024 Bonds and the sufficiency of the Revenues and Pledged Funds expected to be generated by the Airport. The following discussion is not meant to be an exhaustive list of the factors affecting the air transportation industry and other investment considerations which may impact the payment of or security for the Series 2024 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 2024 Bonds. Any one or more of the investment considerations discussed below, among others, could lead to a decrease in the market value and/or the marketability of the Series 2024 Bonds. There can be no assurance that other investment considerations not discussed herein will not become material in the future.

General Economic and Political Conditions

Historically, airline passenger traffic nationwide has correlated closely with the state of the U.S. and global economy and levels of real disposable income. Past recessions in the U.S. economy and associated high unemployment reduced discretionary income and negatively impacted airline travel demand. 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. Concerns about hostilities and other perceived security and public health risks also affect travel demand to particular international destinations. Sustained future increases in passenger traffic at the Airport will depend on stable international conditions as well as national and global economic growth. Traffic at the Airport is also sensitive to growth in the population and fluctuations in the local economy of the area served by the Airport.

Concerns about hostilities, terrorist attacks, other perceived security and public health risks, including pandemics, and associated travel restrictions also affect travel demand to and from particular international destinations. "Geopolitical Considerations" below.

Financial Health of the Airline Industry

The ability of the Authority to generate revenues depends, in part, upon the financial health of the aviation industry. The economic condition of the industry has historically been volatile, and the aviation industry has undergone significant changes, including mergers, acquisitions, bankruptcies and closures in recent years. Further, the aviation industry is sensitive to a variety of factors, including the cost and availability of labor, fuel, aircraft, supplies and insurance; general economic conditions; international trade; currency values; competitive considerations, including the effects of airline ticket pricing; traffic and airport capacity constraints; governmental regulation, including security regulations and taxes imposed on airlines and passengers, and maintenance and environmental requirements; passenger demand for air travel; strikes and other union activities; availability of financing; and disruptions caused by airline accidents, criminal incidents and acts of war or terrorism.

Due to the discretionary nature of business and personal travel spending, airline passenger traffic and revenues are influenced by the state of the national economy (see the factors discussed in " - General Economic and Political Conditions" above), other regional and world economies, business profitability, security concerns and other factors. Significant structural changes to the airline industry have occurred in recent years, including reducing or eliminating service on unprofitable routes and hubs, grounding less fuel-efficient aircraft, achieving high load factors, reducing airline work forces, implementing pay cuts, streamlining operations and merging with other airlines. Airfares have become easier to compare, which has made pricing and marketing among airlines more competitive. The price of fuel has been a significant cost factor for the airline industry and affects airline earnings. Fuel prices are particularly sensitive to worldwide political instability, economic uncertainties and increased demand from developing economies,

production disruption, regulations and weather. Material and prolonged changes in the costs of aviation fuel may have an adverse impact on air transportation industry profitability.

The aviation industry is cyclical and subject to intense competition and variable demand. The airlines are vulnerable to fuel price spikes, labor activity, recession and external shocks (such as terrorism, pandemics, military conflicts and natural disasters). As a result, airline financial performance can fluctuate dramatically from one reporting period to the next. The Authority makes no representation with respect to the continued viability of any of the carriers serving the Airport, airline service patterns, or the impact of any airline failures on Authority revenues.

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. 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 industry analysts hold differing views on how oil and aviation fuel prices may change in the near term, although, absent unforeseen disruptions, prices are expected to remain relatively low for some time. However, there is widespread agreement that fuel prices are likely to increase over the long term as global energy demand increases in the face of finite oil supplies that are becoming more expensive to extract. 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.

Although fuel cost is of major importance to the airline industry, future prices and availability are uncertain and fluctuate based on numerous factors. These can include supply-and-demand expectations, geopolitical events, fuel inventory levels, monetary policies, regulatory efforts to reduce aircraft emissions and economic growth estimates. Historically, certain airlines have also employed fuel hedging as a practice to provide some protection against future fuel price increases. While fuel hedging has generally not been used by airlines in recent years, it remains as a potential option to mitigate fuel cost risk.

Geopolitical Considerations

The U.S. economy and aviation sector in particular are exposed to risks from geopolitical conflicts. The Russia-Ukraine war, the Israel-Hamas war and heightened conflicts in the Middle East have affected the global economy and commercial aviation. The impacts of the Russia-Ukraine war, which began in February 2022, include but are not limited to (i) increased food, commodity and fuel prices and increased strain on global supply chains; (ii) economic sanctions against certain Russian individuals, institutions, companies and commodities including oil and natural gas; (iii) closure of affected airspace necessitating changes to airline routes and the suspension of service to some areas; and (iv) increased risk of cyber-attacks from Russia against U.S. government agencies, financial institutions and infrastructure.

Since the beginning of the Israel-Hamas war in October 2023, violence and conflict in the Middle East has resulted in periodic disruptions of travel to that region. Oil prices have fluctuated due to the Israel-Hamas war and heightened regional tensions and conflicts in the Middle East, including disruptions to shipping lanes in the Red Sea and the Persian Gulf, as well as high demand for oil and other geopolitical factors. These conditions have had, and may continue to have, adverse effects on the cost of air travel, airline industry profitability and service patterns. The geopolitical security situation in the Middle East and elsewhere is highly volatile, and conditions may deteriorate without warning.

Airline Industry Consolidation, Competition and Airfares

The airline industry continues to evolve as a result of competition and changing demand patterns and it is possible that airlines serving the Airport could consolidate operations through acquisition, merger, alliances, and code share sales strategies. Many major domestic airlines have joined with other major domestic airlines. Depending on which airlines serving the Airport, if any, merge or join alliances, the result may be fewer flights by one or more

airlines, which decrease could be significant. Such decreases could result in reduced Revenues, reduced PFC revenue collections and increased costs for the airlines serving the Airport. It is not possible at this time to predict the effect on gate usage at the Airport, or the corresponding impact on Revenues, PFC revenue collections or airline costs, as a result of unknown potential airline consolidations.

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 Air Lines and Northwest (2009), the merger of United Airlines and Continental (2009), the acquisition of AirTran by Southwest (2011), and the merger of American and US Airways (2013), and the acquisition of Virgin America by Alaska Airlines (2016). Such consolidation has resulted in four airlines (American Airlines, Delta Air Lines, Southwest Airlines, and United Airlines) accounting for approximately 80% of domestic seat-mile capacity 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. Further airline consolidation is possible and could continue to change airline service patterns. For example, on January 13, 2024, a federal district court blocked the proposed merger of jetBlue Airways and Spirit Airlines, finding the deal violated U.S. antitrust law in a case brought by the Justice Department. Following the decision, jetBlue Airways and Spirit Airlines terminated their merger agreement. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION INDUSTRY AND OTHER INVESTOR CONSIDERATIONS – Effect of Airline and Concessionaire Bankruptcies" herein for a discussion of Spirit Airlines' bankruptcy filing on November 18, 2024. Additionally, in September 2024, Alaska Air Group merged with Hawaiian Airlines subject to certain requirements from the U.S. Department of Transportation. Southwest Airlines also recently announced its decision to offer buyouts and extended leaves of absence to airport workers in ground operations and continued slowed hiring to avoid overstaffing in certain airport locations. The Authority cannot predict what impact, if any, this recent announcement will have on the Authority's operations or financial condition.

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.

Growth of Low-Cost Carriers and Ultra Low-Cost Carriers

LCCs, which include jetBlue Airways and Southwest Airlines, and ULCCs, which include, but are not limited to, Frontier Airlines, Spirit Airlines, Sun Country Airlines and Allegiant Airways, 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 and ULCCs can offer a lower fare structure to the traveling public than network carriers while still maintaining profitability.

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. These budget conscious flyers have emerged as an underserved segment which has helped to expand the LCC market to include the ULCCs, such as Allegiant Airways, which services Sanford International Airport, and Spirit Airlines. However, cost advantages and the impact of shrinking network exclusivity, especially as network carriers scale back their capacities, may create a challenging operating environment for LCCs and ULCCs in the future. See "CERTAIN FACTORS AFFECTING THE AIR TRANSPORTATION

INDUSTRY AND OTHER INVESTOR CONSIDERATIONS – Effect of Airline and Concessionaire Bankruptcies" herein for a discussion of Spirit Airlines' bankruptcy filing on November 18, 2024.

Aviation Safety and Security Concerns

Concerns about the safety of airline travel and the effectiveness of security precautions, particularly in the context of international hostilities, terrorist attacks, increased threat levels and world health concerns, may 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.

On March 13, 2019, following two deadly aircraft crashes involving the Boeing 737 MAX airplane, the FAA's Acting Administrator issued an Emergency Order of Prohibition (the "FAA Order"). The FAA Order grounded all U.S. registered Boeing 737 MAX aircraft, including the 8 and 9 variants, until the FAA Order is rescinded or modified. The FAA Order concludes that similarities between the two crashes warrant further investigation of the possibility of a shared cause for the two incidents. On November 18, 2020 the FAA Administrator issued a Rescission of Emergency Order of Prohibition (the "Rescission Order"). The Rescission Order, together with certain related directives issued by the FAA, required owners and operators of covered Boeing 737 MAX aircraft to complete certain corrective actions necessary to address the unsafe condition before further flight operations. The Rescission Order also provided that prior to returning Boeing 737 MAX aircraft to service, operators meet all other applicable requirements, including new training for pilots and conducting specified maintenance activity. In December 2020, the Boeing 737 MAX returned to providing passenger service in the U.S.

In April 2021, Boeing warned airlines of a possible electrical insulation fault in the recent production of some Boeing 737 MAX aircraft. The top three U.S. 737 MAX operators (Southwest, American and United) removed a total of 63 Boeing 737 MAX aircraft from service following the notice received from Boeing. However, in May 2021, the FAA approved Boeing's modifications and service bulletins were issued for the affected fleet.

On January 5, 2024, a cabin panel tore off the side of a Boeing 737 MAX 9 aircraft (the "MAX 9") on an Alaska Airlines flight from Portland, Oregon to Ontario, California while in flight. The MAX 9 landed safely with several passengers suffering injuries and no fatalities. Following the incident, the FAA grounded all MAX 9 airplanes and required inspections, including close review of specific bolts, guide tracks and fittings and detailed visual inspections of door plugs and dozens of associated components. The National Transportation Safety Board's preliminary investigation found that bolts were missing on the MAX 9 that suffered the cabin panel blowout. A federal criminal investigation into Boeing is on-going. The grounding of all MAX 9 aircraft caused airlines to cancel thousands of flights in January 2024. The grounding order was lifted on January 24, 2024 and MAX 9 planes owned by Alaska Airlines and United Airlines were permitted to resume service after passing inspections. The FAA's ensuing six-week audit of Boeing and Spirit AeroSystems found multiple instances where the companies allegedly failed to comply with manufacturing quality control requirements.

With the proliferation of inexpensive, commercially available, unmanned aerial vehicles ("UAVs"), or drones, the threat that unauthorized and unsafe UAV operations near airports could adversely affect the safety or security of U.S. airports and arriving or departing aircraft has increased significantly in recent years. Recent incursions of airport airspace by UAVs have disrupted airport operations by causing flights to be halted or diverted. An unauthorized UAV incursion at the Airport could result in the temporary delay or cancellation of flights to or from the Airport. On November 19, 2021, the Authority discovered an UAV on the approach end of Runway 35R, however, due to the runway being closed for scheduled maintenance, the Airport did not experience any delayed or cancelled flights. No other such incursions have occurred to date, however, there can be no assurance that in the future, unauthorized UAV activity will not adversely affect the Authority's operations.

Historically, airline travel demand has recovered after temporary decreases stemming from terrorist attacks or threats, hijackings, aircraft crashes, and other safety concerns. 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, including precautions against the spread of contagious diseases, including COVID-19, 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. 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. However, most passengers at the Airport are originating or completing their journeys rather than connecting between flights.

The United States has pursued a policy of open skies civil aviation relationships with 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 eliminate certain 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.

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. In recent years, 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 2024 – 2029 Capital Improvement Program

In addition to any future constraints that may be imposed by the capacity of the national air traffic control system as well as the speed of advances in air travel such as advanced air mobility and the disruption and costs to accommodate such modes of travel, 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 2024 – 2029 Capital Improvement Program 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: (a) estimating errors, (b) design and engineering errors, (c) changes to the scope of the capital improvements, (d) delays in contract awards, (e) material and/or labor shortages, (f) unforeseen site conditions, (g) adverse weather conditions, (h) contractor defaults, (i) labor disputes, (j) unanticipated levels of inflation, (k) litigation, (l) delays in permitting, (m) environmental issues, and (n) other force majeure events, such as pandemics. No assurance can be given that any portion of the 2024 – 2029 Capital Improvement Program 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. The successful implementation of the Authority's 2024 – 2029 Capital Improvement Program requires the issuance of additional indebtedness and the receipt of future revenues. No assurance can be given that these sources of funding will be available in the amounts or on the assumed schedule. See "CAPITAL IMPROVEMENT PROGRAM" herein.

Regulations and Restrictions Affecting the Airport

The operations of the Airport are affected by a variety of contractual, statutory and regulatory restrictions and limitations including extensive federal legislation and regulations, including, without limitation, the provisions of the Transfer Agreement, the Rate Resolution, Revenue Sharing Agreement, the federal acts authorizing the imposition, collection and use of PFC Revenues and extensive federal legislation and regulations applicable to all airports in the United States. In addition, on February 16, 2023 the FAA announced a rule requiring more than 200 major airports, including the Airport, to implement airport wide safety management systems (SMS). The Authority submitted the SMS Implementation Plan to the FAA in April 2024 and received approval from the FAA in July 2024. in compliance with the rule.

It is not possible to predict whether future restrictions or limitations on operations at or affecting the Airport will be imposed, whether future legislation or regulations will affect anticipated federal funding or passenger facility charge collections for capital projects for the Airport or whether such restrictions or legislation or regulations would adversely affect Authority revenues.

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. Further, the FAA may terminate the Authority's ability to collect PFCs to support payment of debt service on any Senior 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 Senior Bonds issued to finance PFC Projects.

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 projected 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 Senior Bonds issued to finance PFC Projects. In such event other Authority revenues would be required to pay debt service on that portion of the Senior 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 AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" herein, the Authority will collect PFC Revenues faster than initially projected. The Authority will 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 Senior Bonds issued to finance PFC Projects.

The Authority's ability to pay the principal of, premium, if any, and interest on the Senior Bonds issued to finance PFC Projects 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 AND CERTAIN FUNDING SOURCES - Passenger Facility Charges" and " - Customer 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.

Possible Bankruptcy Effects. Applicable federal legislation and regulations provide that PFCs collected and held by an airline constitute a trust fund for the benefit of the applicable airport and create additional protections

intended to ensure the regular transfer of PFCs to airports in the event of an airline bankruptcy. There can be no assurance, however, that during the bankruptcy of any airline, payment to the Airport of PFCs will not be delayed or reduced.

FAA Reauthorization and Federal Funding

In May 2024, the most recent authorization and funding for the FAA was approved under the FAA Reauthorization Act of 2024 (the "FAA Reauthorization Act"), which reauthorized the FAA for five years through 2028, at a cost of $105 billion.

The AIP, which provides grants to airports for airport safety, capacity, security and environmental projects is funded at $4.0 billion per-year in mandatory funding beginning in Fiscal Year 2025, which increases AIP funding from 2018, when Congress last passed a FAA reauthorization. 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: (a) increase by a corresponding amount the capital expenditures that the Authority would need to fund from other sources (including operating revenues, and proceeds of Senior Bonds, Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness), (b) extend the timing to complete certain projects, or (c) reduce the scope of individual proposed projects or the overall program, or a combination of the foregoing. See "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - 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. In the past, Congress has enacted continuing resolutions which provided temporary funding for the FAA and its programs and the FAA endured a brief shutdown when a lapse in continuing authority terminated funding for non-essential operations. Failure of Congress to approve legislation reauthorizing 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 when the FAA Reauthorization Act 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.

State Legislation Regarding Fees Assessed on TNCs

In previous years, the Florida Legislature has proposed bills that, if approved, would limit the trip fee assessed on TNCs to amounts significantly lower than the rate charged for scheduled service providers and prevent public agencies from impeding access, degrading, or intentionally removing access to any service, benefit or infrastructure made available to TNCs in the past. TNC revenues for Fiscal Year 2024 are projected to be approximately $5.4 million at the current rate of $5.80 per pickup. The Authority cannot predict whether any such legislation or similar legislation will be proposed by the Florida Legislature in the future, and if approved, in what form, and what affect it will have on the Authority's finances, if any. See "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES - Information Regarding Sources of Revenue" herein.

State and Federal Legislation Regarding Compliance with Procurement

In 2020, the Florida Legislature passed Chapter 2020-167. This law requires certain public disclosures, regulates disclosures on levels of spending authority, and provides for periodic auditing for the State's major airports. Each year, the Authority is required to certify that it has met the requirements of this law. Beginning in 2021, the first year the State required the certification, and each year since, the Authority's certification has been accepted by the State. If the Authority fails to certify compliance with the law, then the State could delay or withhold certain funding available through FDOT. The Authority intends to continue certification and to otherwise comply with this law.

The Authority is also committed to full compliance with the FAA Public Law Chapter 332 (49 U.S.C. Chapter 471). This federal legislation outlines the framework for the development, safety, and funding of the national aviation system, including specific requirements that apply to airport operations and improvements. The Authority maintains compliance with Public Law Chapter 332 through ongoing reporting, audits, and adherence to FAA standards. Non-compliance with Public Law Chapter 332 may result in loss of federal funding, increased regulatory oversight, operational restrictions, and potential legal and financial penalties. Ensuring compliance is essential to maintaining federal support and operational integrity at the Airport.

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. 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.

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.

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 and has made pricing and marketing even more competitive in the U.S. airline industry. 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. Brightline has added alternative travel modes and competition to regional air travel between Orlando and Miami that could result in decreased passenger numbers. In addition, businesses and individuals may choose surface modes of transportation for environmental or budgetary reasons.

Effect of Airline and Concessionaire Bankruptcies

A number of airlines and concessionaires (i.e., rental car companies) that served or are currently serving the Airport have filed for bankruptcy protection in the past and may do so in the future. Most recently, on November 18, 2024, Spirit Airlines announced that it entered into a restructuring support agreement ("RSA") with Spirit Airlines' loyalty and convertible bondholders with respect to a comprehensive balance sheet restructuring. To implement the RSA, Spirit Airlines filed for chapter 11 bankruptcy protection in the United States Bankruptcy Court for the Southern District of New York. Although Spirit Airlines accounted for the Authority's second largest share of enplaned passengers in Fiscal Year 2024 (14.8%), in its press release announcing the RSA and bankruptcy filing, Spirit Airlines stated that it expects to continue operating its business in the normal course throughout this prearranged, streamlined chapter 11 process. Based on Spirit Airlines' statement, as of the date of this Official Statement, the Authority does not anticipate that the Spirit Airlines' bankruptcy filing will have any immediate effect on the operations and revenues of the Airport.

Historically, bankruptcies of airlines operating at the Airport have resulted in transitory reductions of service levels, even in cases where such airlines continued to operate in bankruptcy. Future bankruptcies, liquidations or major restructurings of other airlines and/or concessionaires may occur. While it is not possible to predict the full impact on the Airport of the Spirit Airlines bankruptcy or any future bankruptcies, liquidations or major restructurings

of airlines and concessionaires, if an airline or concessionaire has significant operations at the Airport, its bankruptcy, liquidation or a major restructuring, could have a material adverse effect on revenues of the Authority, operations at the Airport, the costs to other airlines or concessionaires to operate at the Airport (as certain costs allocated to any such airline or concessionaire may be passed on to the remaining airlines or concessionaires there can be no assurance that such other airlines or concessionaires would be financially able to absorb the additional costs) and may result in delays or reductions in payments on the Authority's indebtedness (including the Series 2024 Bonds).

Other possible effects of a bankruptcy of an airline or concessionaire include, but may not be limited to, delays or reductions in revenues received by the Authority and potentially in delays or reductions in payments on the Series 2024 Bonds. Regardless of any specific adverse determinations in an airline or concessionaire bankruptcy proceeding, the fact of an airline bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2024 Bonds. The Authority has not incurred any material losses from recent airline bankruptcies.

The Authority makes no representation with respect to the continued viability of any of the carriers or concessionaire serving the Airport, airline service patterns, or the impact of any airline failures on Airport revenues. The Authority cannot predict how any such bankruptcy filing or court action could impact the Authority's operations or financial condition.

Worldwide Health Concerns

Travel restrictions and alerts, as well as other public health measures, may be imposed to limit the spread of communicable diseases that may arise. The World Health Organization and the U.S. Department of Health and Human Services (through the Centers for Disease Control and Prevention (CDC)) have declared public health emergencies, as the result of outbreaks of certain serious communicable diseases, such as COVID-19. The widespread outbreak of and any imposed travel restrictions in relation to, any communicable disease could negatively impact passenger activity at the Airport and travel to Orlando as well as negatively impact the Airport, concessionaires at the Airport, staffing of various services at the Airport (including passenger security screening, baggage, airlines, and airport partners), construction projects and operations at the Airport or the airline and travel industry generally.

For example, the outbreak of COVID-19 and related restrictions and measures adopted to contain the spread of the virus had a severe negative impact on both international and domestic travel and travel-related industries, including airlines serving the Airport and Airport concessionaires, and caused record-high unemployment and a devastating contraction of global and national economies.

Future or continued travel alerts issued by the CDC may lead to a decrease in air traffic, which in turn could cause a decrease in passenger activity at the Airport and a corresponding decline in Authority revenues. The Authority has plans and procedures in place that are intended to mitigate the potential impacts on the Airport of any such travel alerts. The Authority is unable to predict how serious future disease outbreaks may become, what effect it may have on air travel to and from the Airport, and whether any such effects will be material.

Climate Change Issues and Possible New Regulation

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts. The occurrence of such extreme weather events could damage the local infrastructure that provides essential services to the Airport. The economic impacts resulting from such extreme weather events could include a loss of property values, a decline in revenue base, and escalated recovery costs. No assurance can be given as to whether future extreme weather events will occur that could materially impair the financial condition of the Authority. Climate change concerns are shaping laws and regulations at the federal and State levels that could have a material adverse effect on airlines operating at the Airport and could also affect ground operations at the Airport. While the U.S. Environmental Protection Agency (the "EPA") does not currently regulate greenhouse gas emissions from aircrafts, it could do so in the future. When drafting aircraft emission regulations, the EPA must consult with the Administrator of the FAA and the Secretary of Transportation, and such regulations must not significantly increase noise or adversely affect safety. The President may also disapprove if the Secretary of Transportation advises that the regulations create a hazard to aircraft safety. The Authority can provide no assurance as to the likelihood or potential impact of any such future proposed or enacted regulations.

Cybersecurity

Computer networks and systems used for data transmission and collection are vital to the efficient operations of the Authority. Authority systems provide support to departmental operations and constituent services by collecting and storing sensitive data, including intellectual property, security information, proprietary business process information, information applying to suppliers and business partners, and personally identifiable information of customers, constituents and employees. The secure processing, maintenance and transmission of this information is critical to departmental operations and the provision of citizen services. Increasingly, entities in every sector are being targeted by cyberattacks seeking to obtain confidential data or disrupt critical services. A rapidly changing cyber risk landscape may introduce new vulnerabilities that attackers/hackers can exploit in attempts to effect breaches or service disruptions. Employee error and/or malfeasance may also contribute to data loss or other system disruptions. Any such breach could compromise networks and the confidentiality, integrity and availability of systems and the information stored there.

Similar to other large organizations, the Authority and the airlines rely on electronic systems and technologies to conduct operations. There have been numerous attempts to gain unauthorized access to electronic systems of large organizations for the purposes of misappropriating assets or personal, operational, financial or other sensitive information, or causing operational disruption. These attempts, which are increasing, include highly sophisticated efforts to electronically circumvent security measures or freeze assets as well as more traditional intelligence gathering aimed at obtaining information necessary to gain access. The Authority maintains a security posture designed to deter cyber-attacks and is committed to deterring attacks on its electronic systems and responding to such attacks to minimize their impact on operations. However, no assurances can be given that the Authority's security measures will prevent cyber-attacks, and no assurances can be given that any cyber-attacks, if successful, will not have a material adverse effect on the operations or financial condition of the Authority. The Authority's cybersecurity plan is based on National Institute of Standards and Technology's (NIST) Cybersecurity framework 1.1/2.0. The cybersecurity program is part of the Airport's overall Security Program. The program includes an Incident Response plan with many playbooks to respond to different types of incidents. The Authority also has an internal InfoSec team composed of five people, as well as a Security Operations Center (ReliaQuest) that monitors the Authority's systems 24 hours a day, seven days a week.

Aircraft Supply Chain Constraints

Supply chain constraints causing shortages of aircraft engines, avionics, and other essential components are affecting the ability of aircraft manufacturers, including Airbus and Boeing, to produce larger, more fuel-efficient aircraft in the numbers being sought by airlines even while there is industry-wide domestic overcapacity. Such constraints are causing and may continue to cause a reduction in the number of active aircraft in fleets able to operate service, however, due to the variety and complexity of airline operation, these constraints may affect individual airlines and/or the Airport with different magnitudes.

Industry Workforce Shortages

General labor shortages, including pilots, mechanics and air traffic controllers, have been impacting, and may continue to impact, the airline industry and the Airport. As a result of the COVID-19 pandemic, many airlines offered buyouts, early retirement, and severance packages to reduce staffing costs in their efforts to mitigate the effects of reduced passenger traffic.

Pilot shortage has been an industry-wide issue, and especially so for smaller regional airlines. Other factors include an aging pilot workforce and fewer new pilots coming from the military.

In addition to the pilot shortage, over the next decade there could be a shortage of qualified mechanics to maintain the airlines' fleet of planes. This potential shortage is a result of an aging pool of mechanics, a large portion of which are expected to retire in the next decade, and relatively fewer new mechanics entering the labor market. A shortage of mechanics could raise the cost of maintenance, require airlines to maintain more spare planes and/or result in increased flight cancellations and delays.

The 2024 FAA Reauthorization Act authorized $240 million through Fiscal Year 2028 for three separate grant programs to support (i) pilot education and recruitment, (ii) aviation maintenance technical workers and (iii)

aviation manufacturing workers and aerospace engineers. The 2024 FAA Reauthorization Act also required the FAA to increase minimum hiring targets for new air traffic controllers through Fiscal Year 2028. The Authority cannot predict the impact of these measures on industry labor shortages.

Air Traffic Control Systems and Staffing

Capacity limitations of the national air traffic control system, the Airport and at competing airports could be factors that might affect future activity at the Airport. In the past, demands on the air traffic control system have caused operational restrictions that have affected airline schedules and passenger traffic and caused significant delays. For example, on January 10, 2023, a failure in the FAA's Notice to Air Missions ("NOTAM") system, which flags potential hazards for pilots before departure, caused an approximately two-hour grounding of all passenger aircraft in the United States. The FAA concluded the outage was caused by a contractor who mistakenly deleted files in the NOTAM system database.

Over the last ten years, the FAA has made certain improvements to the computer, radar and communications equipment of the air traffic control system in recent years, but no assurances can be given that future increases in airline and passenger activity would not again adversely affect airline operations. The 2012 FAA Reauthorization Act contained numerous provisions aimed at accelerating the implementation of Next Generation Air Transport System ("NextGen"). NextGen is designed to modernize the National Airspace System from a ground-based system of air traffic control to a satellite-based system of air traffic management in order to enhance the use of airspace and runways. The 2024 FAA Reauthorization Act requires the FAA to implement certain NextGen programs by December 31, 2025 and also requires the implementation of advanced data communication capabilities by 2026 and the modernization of aeronautical information management systems by 2027.

Customs and Border Protection Staffing

Staffing shortages and capacity limitations of the Customs and Border Protection (CBP) could be factors that might affect future activity at the Airport and at competing airports, particularly as it relates to increasing international service. For example, the Authority's likelihood of increasing international service will be reduced if CBP is unable to provide an adequate amount of CBP agents to process the additional incoming passengers.

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

The Report of the Airport Consultant included in APPENDIX A incorporates numerous assumptions and states that the forecasts in the Report of the Airport Consultant are subject to uncertainties. See "REPORT OF THE AIRPORT CONSULTANT AND RATE COVENANT FORECAST" above and APPENDIX A attached hereto for more information regarding the assumptions of the Airport Consultant.

The Report of the Airport Consultant is an integral part of this Official Statement and should be read in its entirety for an understanding of all of the assumptions used to prepare the forecasts made therein. No assurances can be given that the forecasts discussed in the Report of the Airport Consultant will be achieved or that the assumptions upon which the forecasts are based will be realized. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances will occur. Therefore, actual results achieved during the Forecast Period may vary from those set forth in APPENDIX A and the variations may be material and adverse. Additionally, the debt service forecasts in the Report of the Airport Consultant are not expected to be updated to reflect the sale, issuance or final terms of the Series 2024 Bonds.

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 no litigation now pending or, to the knowledge of the Authority, threatened against the Authority which restrains or enjoins the issuance or delivery of the Series 2024 Bonds or the use of the proceeds of the Series 2024 Bonds or which questions or contests the validity of the Series 2024 Bonds or the proceedings and authority under which they are to be issued, executed and delivered. Neither the creation, organization, nor existence of the Authority, nor the title of the present members or other officials of the Authority to their respective offices, is being currently contested or questioned to the knowledge of the Authority.

The Authority, like other similar bodies, is subject to a variety of suits and proceedings arising in the ordinary conduct of its affairs. The Authority, after reviewing the current status of all pending and threatened litigation, believes that, while the outcome of litigation cannot be predicted, the final settlement of all lawsuits which have been filed and of any actions or claims pending or, to the knowledge of the Authority, threatened against the Authority or its officials in such capacity are adequately covered by insurance or sovereign immunity or will not have a material adverse effect upon the financial position or results of operations of the Airport.

TAX MATTERS

General

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2024 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2024 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2024 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The Authority has covenanted in the Resolution to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2024 Bonds.

In the opinion of Co-Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2024 Bonds is excluded from gross income for purposes of federal income taxation, except interest on any Series 2024 Bond for any period during which the Series 2024 Bonds are held by a person who is a "substantial user" of the facilities financed with the proceeds of the Series 2024 Bonds or a "related person," as those terms are used in Section 147(a) of the Code. Interest on the Series 2024 Bonds is treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and may be included in the “adjusted financial statement income” of certain “applicable corporations” that are subject to the 15-percent alternative minimum tax under Section 55 of the Code.

Except as described above, Co-Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2024 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Series 2024 Bonds; (iii) the inclusion of interest on the Series 2024 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Series 2024 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Series 2024 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Co-Bond Counsel, Co-Bond Counsel will rely upon representations and covenants made by the Authority in the Resolution, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2024 Bonds and of the property financed or refinanced thereby), without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE HOLDERS OF THE SERIES 2024 BONDS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE HOLDERS OF THE SERIES 2024 BONDS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2024 Bonds and proceeds from the sale of Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This withholding generally applies if the owner of Series 2024 Bonds (i) fails to furnish the payor such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

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 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 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 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds.

Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2024 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2024 Bonds (for purposes of this section, 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 and, if applicable, interest rate, 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 of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering 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 purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax 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 2024 Bonds and the issuance thereof by the Authority are subject to the approval of Bryant Miller Olive P.A., Orlando, Florida, and Marcelo Llorente, P.A., Miami, Florida, as Co-Bond Counsel. The proposed forms of the opinions of Co-Bond Counsel are attached hereto as APPENDIX F. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date and subsequent distribution thereof by recirculation of the Official Statement or otherwise will create no implication that Bond Counsel has reviewed or expresses any opinions concerning any of the matters referenced in the opinion subsequent to its 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 2024 Bonds, or (b) the compliance with any federal or state law with regard to the sale or distribution of the Series 2024 Bonds, except that 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 2024 SENIOR BONDS," "DESCRIPTION OF THE SERIES 2024 SUBORDINATED BONDS," "APPLICATION OF REVENUES," "SECURITY AND SOURCES OF PAYMENT FOR THE SENIOR BONDS," and "SECURITY AND SOURCES OF PAYMENT FOR THE SUBORDINATED BONDS", and to the extent such statements purport to summarize certain provisions of the Amended and Restated Senior Bond Resolution or the Subordinated Indenture, such statements are 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 Nelson Mullins Riley & Scarborough LLP, Counsel to the Authority and, Squire Patton Boggs (US) LLP, Tampa, Florida and Endow Law P.A., Orlando, Florida, Co-Disclosure Counsel to the Authority. Certain legal matters in connection with the Series 2024 Bonds will be passed on for the Underwriters by their counsel, Kutak Rock LLP, upon which only the Underwriters may rely.

CONTINUING DISCLOSURE

The Authority has covenanted in the Continuing Disclosure Agreement for the benefit of the Series 2024 Bondholders to provide certain financial information and operating data relating to the Airport System and the Series 2024 Bonds in each year, and to provide notices of the occurrence of certain enumerated material events. The Authority has agreed to file annual financial information and operating data and the audited financial statements with each entity authorized and approved by the SEC to act as a repository (each a "Repository") for purposes of complying with Rule 15c2-12 adopted by the SEC (the "Rule"). Effective July 1, 2009, the sole Repository is the Municipal Securities Rulemaking Board. The Authority has agreed to file notices of certain enumerated events, when and if they occur, with the Repository.

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 undertaking are described in "APPENDIX G - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto. The Continuing Disclosure Agreement will be executed by the Authority upon the issuance of the Series 2024 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule.

With respect to the Series 2024 Bonds, no party other than the Authority is obligated to provide, nor is expected to provide, any continuing disclosure information with respect to the aforementioned Rule. The Authority has entered into a contract with Digital Assurance Certification, L.L.C. to provide continuing disclosure dissemination agent services for all of its outstanding bond issues.

RATINGS

Fitch Inc. ("Fitch"), Kroll Bond Rating Agency, Inc. ("Kroll"), Moody's Investors Service, Inc. ("Moody's") and S&P Global Ratings ("S&P," and collectively with, Fitch, Kroll and Moody's, the "Rating Agencies") have assigned ratings of "AA," "AA+", "Aa2" and "AA," respectively, to the Series 2024 Senior Bonds. Fitch, Kroll, Moody's, and S&P have assigned ratings of "AA-", "AA", "Aa3" and "AA-," respectively, to the Series 2024 Subordinated 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 2024 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 ("JPMS"), together with the other underwriters named on the cover of this Official Statement (collectively the "Underwriters") have agreed pursuant to that certain Bond Purchase Agreement by and between the Authority and the Underwriters that the aggregate purchase price of the Series 2024 Senior Bonds payable to the Authority is $152,770,306.87 (which represents the aggregate par amount of $139,705,000.00, less an Underwriters' discount of $404,615.53, plus original issue premium of $13,469,922.40), and the aggregate purchase price of the Series 2024 Subordinated Bonds payable to the Authority is $691,070,580.18 (which represents the aggregate par amount of $632,710,000.00, less an Underwriters' discount of $1,869,510.92, plus original issue premium of $60,230,091.10). The Underwriters are committed to purchase all the Series 2024 Bonds, if any are purchased. The Series 2024 Bonds are offered for sale to the public at the prices derived from the yields set forth on the inside cover pages of this Official Statement. The Series 2024 Bonds may be offered and sold to certain dealers (including dealers depositing Series 2024 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.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority for which it received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

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

J.P. Morgan Securities LLC ("JPMS"), has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLP ("LPL") for the retail distribution of Series 2024 Bonds at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2024 Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2024 Bonds that such firm sells.

BofA Securities, Inc. ("BofA Securities"), an Underwriter of the Series 2024 Bonds, has entered into a distribution agreement with its affiliate Merrill Lynch, Pierce, Fenner & Smith Incorporated ("MLPF&S"). As part of this arrangement, BofA Securities may distribute securities to MLPF&S, which may in turn distribute such securities to investors through the financial advisor network of MLPF&S. As part of this arrangement, BofA Securities may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2024 Bonds.

BofA Securities and Bank of America, N.A., which is the provider of the Bank of America Line of Credit, are both wholly-owned, indirect subsidiaries of Bank of America Corporation. A portion of the proceeds of the Series 2024 Bonds will be used to make a payment in connection with an extension of the Bank of America Line of Credit made to the Authority by Bank of America, N.A.

Jefferies, one of the underwriters of the Series 2024 Bonds, has entered into a distribution agreement with InspereX LLC ("InspereX") for the retail distribution of municipal securities. Pursuant to the agreement, if Jefferies sells the Series 2024 Bonds to InspereX, it will share a portion of its selling concession compensation with InspereX.

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, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2024 Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2024 Bonds. Pursuant to the WFSLLC Distribution Agreement, 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.

A portion of the proceeds of the Series 2024 Bonds will be used to make a payment in connection with an extension of the Wells Fargo Line of Credit made to the Authority by Wells Fargo Bank, N.A.

FINANCIAL STATEMENTS

The Authority's financial statements for the Fiscal Years ended September 30, 2023 and 2022, included in APPENDIX E attached hereto, have been audited by MSL, CPA & Advisors, as stated in their report also included in APPENDIX E attached hereto. MSL, CPA & Advisors, 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. MSL, CPA & Advisors, also has not been engaged to perform and has not performed any procedures relating to this Official Statement.

The Authority anticipates that its audited financial statements as of and for the Fiscal Years ended September 30, 2024 and September 30, 2023 will be available for filing on EMMA by no later than April 2025.

MUNICIPAL ADVISORS

PFM Financial Advisors LLC, Orlando, Florida, and Acacia Financial Group, Mount Laurel, New Jersey, serve as municipal advisors to the Authority (collectively, the "Municipal Advisors"). Although the Municipal 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 2024 Bonds and provided other advice, the Municipal 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 Municipal Advisors did not engage in any underwriting activities with regards to the sale of the Series 2024 Bonds.

DISCLOSURE OF MULTIPLE ROLES

The Authority intends to use a portion of the proceeds from the issuance of the Series 2024 Bonds to repay certain of the Existing Lines of Credit along with associated accrued interest.

Wells Fargo Bank, National Association and BofA Securities, Inc. are each acting as an underwriter in connection with the offering of the Series 2024 Bonds, and their respective parent companies or affiliates, as appropriate (collectively, the "Affiliates") also serve as line of credit providers for each of the Authority's two Existing Lines of Credit. Each of the Affiliates, as applicable, may receive a portion of the proceeds from the issuance of the Series 2024 Bonds in connection with the repayment by the Authority of the outstanding amounts under the related Existing Lines of Credit.

Conflicts of interest could arise by reason of the different capacities in which the Wells Fargo Bank, National Association entities and BofA Securities, Inc. act in connection with the Series 2024 Bonds and repayment of the Existing Lines of Credit.

CONTINGENT FEES

The Authority has retained Co-Bond Counsel, Co-Disclosure Counsel, Municipal Advisors, the Underwriters (who in turn retained Underwriters' Counsel), the Senior Trustee, the Subordinated Trustee, the Senior Trustee, the Subordinated Trustee and the Special Trustee with respect to the authorization, sale, execution and delivery of the Series 2024 Bonds. Payment of each fee of such professionals is each contingent upon the issuance of the Series 2024 Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes and the regulations promulgated thereunder require that the Authority make full and fair disclosure of any bonds or other debt obligations of such entity that have been in default as to payment of principal or interest at any time after December 31, 1975. The Authority has not, since December 31, 1975, been in default as to payment of principal or interest on any bonds or other debt obligations it has 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 Amended and Restated Senior Bond Resolution (APPENDIX B), the Master Subordinated Indenture (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, 2023 and 2022 (APPENDIX E), the proposed form of Bond Counsel Opinion (APPENDIX F), and the proposed form of Continuing Disclosure Agreement (APPENDIX G). 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 projections, 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 projections 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 2024 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 2024 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 2024 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/ Tim Weisheyer*
Tim Weisheyer, Chairman

By: */s/ Kevin Thibault*
Kevin Thibault, Chief Executive Officer

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APPENDIX A

REPORT OF THE AIRPORT CONSULTANT

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Appendix A

REPORT OF THE AIRPORT CONSULTANT

on the proposed issuance of

Greater Orlando Aviation Authority

ORLANDO INTERNATIONAL AIRPORT

Airport Facilities Revenue Bonds, Series 2024 (AMT)
Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT)

Prepared for

Greater Orlando Aviation Authority
City of Orlando, Florida

Prepared by
LeighFisher
San Francisco, California

November 19, 2024

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Leigh | Fisher

November 19, 2024

Mr. Tim Weisheyer
Chairman
Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Re: Report of the Airport Consultant, Greater Orlando Aviation Authority, Airport Facilities Revenue Bonds, Series 2024 (AMT) and Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT), of the City of Orlando, Florida

Dear Chairman Weisheyer:

We are pleased to submit this Report of the Airport Consultant in connection with the proposed issuance of the Airport Facilities Revenue Bonds, Series 2024 (AMT) (the 2024 Senior Bonds) and the Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) (the 2024 Subordinated Bonds) by the Greater Orlando Aviation Authority (the Authority), an agency of the City of Orlando, Florida (the City), to fund a portion of the costs of capital improvements at Orlando International Airport (the Airport or MCO).

This letter and the accompanying attachment and exhibits constitute our report. The report takes into account the proposed 2024 Senior Bonds, the proposed 2024 Subordinated Bonds, and Additional Bonds that the Authority plans to issue to fund certain capital improvements through FY 2028 (the 2026 Bonds*).

The 2024 Senior Bonds are being issued under the Amended and Restated Airport Facilities Revenue Bond Resolution (the Senior Bond Resolution), as adopted on September 16, 2015, and effective on May 1, 2017, as amended and supplemented from time to time. Bonds issued by the Authority under the Senior Bond Resolution and its predecessor resolution (Senior Bonds) are secured by a pledge of and first lien on Pledged Funds, which include Revenues of the Airport System, plus Available Passenger Facility Charge (PFC) Revenues. Priority Subordinated Indebtedness is payable solely from, and secured by a pledge of, and lien on Pledged Subordinated Revenues, which is subordinate to the lien on and pledge of Revenues to Senior Bonds.

Except as otherwise defined, capitalized terms in this report are used as defined in the Senior Bond Resolution, the Subordinated Indenture, the Airline Rate Resolution, or the Rate and Revenue Sharing Agreement. References in the report to the Senior Bond Resolution and Subordinated Indenture are summaries or paraphrases thereof. In all instances, the text of such documents shall control.

The net proceeds of the 2024 Senior Bonds, and certain investment earnings thereon, will be used to (1) finance improvements to the Airport, (2) make a deposit to the Composite Reserve Subaccount of the Debt Service Reserve Account to bring the balance therein to equal the Composite Reserve Requirement, (3) refinance certain draws on the Authority's lines of credit (the Lines of Credit), along with associated

* Although it anticipated that the Series 2026 Bonds will be issued in 2026, if issued in a different year, they will bear a series designation of their year of issuance.

accrued interest, related to the capital improvements being financed by the 2024 Senior Bonds, and (4) pay certain associated costs of issuance of the 2024 Senior Bonds.

The net proceeds of the 2024 Subordinated Bonds, and certain investment earnings thereon, will be used to (1) finance improvements to the Airport, (2) make a deposit to the Pooled Subordinated Reserve Account so that the balance in the account will equal the Pooled Subordinated Reserve Account Requirement, (3) fund capitalized interest on the 2024 Subordinated Bonds, (4) refinance certain draws on the Authority's lines of credit (the Lines of Credit), along with associated accrued interest, related to the capital improvements being financed by the 2024 Subordinated Bonds, and (5) pay certain costs of issuance of the 2024 Subordinated 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) and Available Net Revenues to satisfy the Subordinate Rate Covenant (also defined below) for the forecast period FY 2024 through FY 2028* taking into account all outstanding Senior Bonds and Subordinated Indebtedness, the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds estimated to fund portions of the Authority's 2024 – 2029 Capital Improvement Program (the 2024 – 2029 CIP).

The forecast period for the Additional Bonds Test as set forth in the Senior Bond Resolution is the later of (1) the third full Fiscal Year following the issuance of the proposed Senior Bonds or (2) the second full Fiscal Year during which no interest on the proposed Senior Bonds is expected to be paid from the proceeds. The Authority does not intend to capitalize interest on the 2024 Senior Bonds. The forecast period for the Additional Bonds Test in the Subordinated Indenture is the later of (1) the third full Fiscal Year following the issuance of the proposed Priority Subordinated Indebtedness, or (2) the second full Fiscal Year during which no interest on the proposed Priority Subordinated Indebtedness is expected to be paid from the proceeds. A portion of the interest for the 2024 Subordinated Bonds is expected to be capitalized through October 1, 2026. Therefore, the forecast period for the Additional Bonds Test extends through FY 2028.

The Authority and the Airport System

The Airport is owned by the City and is operated by the Authority under the Amended and Restated Operation and Use Agreement dated August 31, 2015, and effective as of October 1, 2015, by and between the City and the Authority. Under this 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.

The Airport is part of the Airport System under the Senior Bond Resolution. The Authority also operates the Orlando Executive Airport (ORL) as a general aviation airport. ORL does not constitute a part of the Airport System for purposes of the Senior Bond Resolution of the Subordinate Indenture and revenues derived from the operation of ORL are not pledged to payment of the debt issued under the Senior Bond Resolution or the Subordinated Indenture.

*The Authority's Fiscal Year (FY) ends September 30.

The Airport ranked 7th among U.S. airports in terms of total enplaned passengers in calendar year 2023. The Airport also ranked 2nd among U.S. airports in terms of the number of domestic origin-destination (O&D) passengers in FY 2023 (after Los Angeles) based on U.S. Department of Transportation (USDOT) data. According to Airports Council International, the Airport ranked 18th in the world in calendar year 2023 based on the number of passengers. In FY 2024, the Airport was also the top-ranked airport in Florida in terms of both domestic and international passengers.

2024 - 2029 Capital Improvement Program

Since 2015, a considerable amount of attention and funding for the Authority's CIP has been dedicated to the South Terminal Complex (STC), as those projects constituted a significant portion of the Authority's capital program during the last nine years. Terminal C in the STC opened in September 2022. The current CIP was adopted by the Authority Board (the Board) on June 19, 2024, as amended with minor funding sources modifications on October 16, 2024, with an estimated cost of $5.44 billion (including allowances for inflation). This new CIP is designed to accommodate existing and forecast passenger demand at the Airport from FY 2024 – FY 2029 and is designed to be modular in nature.

The 2024 - 2029 CIP is a multi-year plan of major capital projects, linked to the Authority's strategic goals, that provides a roadmap to implement projects, including targeted completion dates, budgets, and a funding plan. The projects are consistent with the Authority's new 10-year Strategic Plan adopted by the Board in the Fall of 2023. The vision, mission, and goals of the Strategic Plan provide the guiding principles for the new CIP that was designed to address passenger safety, security, and passenger experience, as well as the demand for air service to Central Florida. At least annually, the Authority evaluates and updates the CIP to ensure resources are allocated in the most effective, efficient, and appropriate manner to manage capital needs, changes to economic and regulatory requirements, and evolving funding priorities for the Airport, which could result in increases or decreases to the CIP or extend or accelerate the timing to complete certain projects. In addition, the Authority recently commenced with a MCO Master Plan Update (MPU) that is expected to be completed in mid-2027. The MPU will be a comprehensive study to identify future infrastructure improvements to accommodate the long-term growth in enplaned passengers, maintain and enhance the Airport's place as a premier airport, and fulfill its mission to seamlessly connect Florida and the world through exceptional experiences, collaboration, and creativity. The MPU will provide a blueprint for future short-, medium-, and long-term development of the Airport over the next 20 years and may recommend terminal expansions and renovations, additional parking facilities, airfield enhancements, and other significant projects and investments.

The 2024 – 2029 CIP is comprised of the following major elements*:

- North Terminal capacity enhancements, renovations, and expansion
- Baggage handling system improvements
- Terminal C additional projects
- Terminal C Phase 2 early work and enabling projects

* Consistent with the Rate Resolution (as described below), in this report the landside and airside facilities relating to Terminals A and B are referred to as the North Terminal and the landside and airside facilities relating to Terminal C as the South Terminal.

- Airfield rehabilitation projects
- Rental car expansion program, including a consolidated rental car facility (ConRAC)
- Other projects to maintain and enhance the Airport

The Authority plans to fund the 2024 - 2029 CIP from a number of sources, including Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grants; Federal Bipartisan Infrastructure Law (BIL) grants under the competitive Airport Terminals Program (ATP) and the entitlement based Airport Infrastructure Grants (AIG) program; Florida Department of Transportation (FDOT) grants; PFC pay-as-you-go revenues, proceeds of previously issued Senior Bonds, proceeds of the 2024 Senior Bonds, the 2024 Subordinated Bonds, 2026 Bonds, and other debt which may include third party financing; pay-as-you-go rental car Customer Facility Charges (CFCs), a potential Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Program loan from the U.S. Department of Transportation to fund a portion of the costs for the proposed ConRAC Facility (as supported by CFC revenues); Authority funds, and third party sources.

The projects in the 2024 - 2029 CIP, their estimated project costs, and the funding plan are described in more detail in the attachment and summarized in Table 22. Cost estimates were provided by the Authority and its consultants and include construction, design development, project and construction management, contingencies, and escalation.

Renewal and Replacement Program

In addition to the 2024 - 2029 CIP discussed above, the Authority approves a budget for renewal and replacement (R&R) and capital expenditures on an annual basis for the routine and periodic refurbishment and rehabilitation of existing Airport facilities. Authority management is developing a life cycle asset management plan to guide its annual R&R funding. The Authority funds these capital expenditures from the Discretionary Fund. The amounts spent for these projects totaled approximately $47 million in FY 2019, $37 million in FY 2020, $13 million in FY 2021, $11 million in FY 2022, and $19 million in FY 2023. The FY 2025 budget is approximately $69 million. The Authority intends to address a backlog of preventive maintenance projects and increase spending on R&R capital expenditures to approximately $75 million per year from FY 2026 through FY 2028. These amounts and associated amortization are included in the financial forecasts assuming roughly 74% are spent in airline cost centers (primarily for the terminals).

Plan of Finance for the 2024 – 2029 CIP

Table 22 provides the estimated project costs and the funding plan for the projects in the 2024 - 2029 CIP. The cost estimates, which were provided by the Authority's consultants and adopted by the Authority, include all soft costs and pricing allowances.

Exhibit A shows the estimated sources and uses of funds for projects being funded in whole or in part from Bond proceeds. The Authority's independent registered municipal advisors - PFM Financial Advisors LLC and Acacia Financial Group, Inc. (the Municipal Advisors) - provided the estimated sources and uses of funds and estimated debt service requirements for the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds used to finance a portion of the 2024 – 2029 CIP based on information provided by the Authority. Exhibit A also shows the associated sources of funding, including

funding from the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds as described below.

The Authority has financed portions of the costs of the 2024 – 2029 CIP on an interim basis using its Lines of Credit. As shown in Exhibit A, the 2024 Senior Bonds are expected to provide proceeds to fund approximately $153.4 million in project costs, the 2024 Subordinated Bonds are expected to provide proceeds to fund approximately $617.8 million in project costs, and the 2026 Bonds are expected to fund $911.1 million in other CIP project costs as well as to repay certain draws on the Lines of Credit and their associated interest expense.*

The costs to finance projects in the 2024 – 2029 CIP that are not expected to come online during the forecast period, including the baggage handling system for the North Terminal and the Rental Car Expansion Program, are not included in the plan of finance or financial forecasts in this report. The baggage handling system project is a multiyear, multi-phased program of which the $652 million in the CIP represents the first of four phases with this initial phase not expected to become operational until FY 2030 at the earliest. The Authority has engaged consultants to develop a more definitive design, scope, and budget for this project. Although the Rental Car Expansion Program is included in the CIP, the Authority is not committed to develop this project until there is more certainty regarding its design, scope, budget, and means of funding, and until there is further progress on negotiations with the on-Airport rental car companies to support its development. Two airfield projects - Taxiway C - Phase 1 & 2 (Design and Construction) and Taxiway B (Design) - which are expected to be financed in part with Bonds, are also not included in the financial projections because they are not expected to be completed during the forecast period.

The specific form, amount, and timing of debt to finance the remaining costs to be financed for the 2024 – 2029 CIP have not been determined at this time. The assumptions used for purposes of this report are described in the attachment to this report.

The Authority also plans to refinance the Airport Facilities Revenue Bonds Series 2015A in mid-2025 when they become callable to accelerate the principal payments in consideration of future borrowing associated with the CIP. The restructuring of debt service from this planned refinancing has been incorporated into the financial forecasts accompanying this report. In addition, the Authority plans to issue CFC-standalone debt for the ConRAC as described below. Such debt has no lien on Revenues and therefore is not incorporated into the financial forecasts.

Estimated Debt Service requirements presented in Exhibit C for the proposed 2024 Senior Bonds, proposed 2024 Subordinated Bonds, Refinanced 2015A Bonds, and 2026 Bonds were provided by the Municipal Advisors.

Airport Facilities Revenue Bond Resolution

The Authority issues Senior Bonds pursuant to the Senior Bond Resolution under which The Bank of New York Mellon Trust Company, N.A, serves as Trustee. Under the Senior Bond Resolution, the Authority

*The Authority has and expects to finance portions of the costs of the CIP on an interim basis using its Lines of Credit and intends to repay them with Bond proceeds.

has the right to issue Subordinated Indebtedness that is subordinate to the Senior Bonds issued under the Senior Bond Resolution as to the pledge of, lien on, and payment from Pledged Funds.

Revenues are generally defined as all income and revenues received by the Authority from the operation of the Airport and pledged Special Purpose Facilities Revenues. Prior Revenues also include Federal COVID-19 Grants lawfully available and used to pay debt service and O&M Expenses. Revenues do not include, among other things, grants-in-aid for capital projects, PFC revenues, or CFC revenues.

However, principal and interest payable on Senior Bonds from Available Revenues (including Available PFC Revenues and Available CFC Revenues*) that have been irrevocably committed pursuant to a Supplemental Resolution for the purpose of paying such principal or interest may be disregarded and not included in calculating Debt Service for purposes of the coverage calculation under the Rate Covenant and Additional Bonds Test. Available PFC Revenues are the portion of PFC Revenues received by the Authority for PFC-eligible project costs financed with Bonds equal to the debt service accruing during an applicable period for Bonds issued to finance PFC eligible projects. Such treatment applies to all prior PFC-supported Bonds as well as future PFC-supported Bonds.

O&M Expenses consist of the Authority's expenses for operation, maintenance, repairs, ordinary replacement, and ordinary reconstruction of the Airport, 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.

In Section 711 of the Senior 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, plus any Transfers,** in an amount at least equal to (a) 1.25 times the Aggregate Debt Service on Outstanding Bonds for each Fiscal Year and (b) together with Subordinated Pledged Revenues, 100% of the amounts required to be deposited pursuant to Section 405(2)-(10) of the Senior 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.

For purposes of demonstrating compliance with the Rate Covenant and the Additional Bonds Test, Debt Service is defined in the Senior 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

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*CFCs are paid by rental car customers. Through October 1, 2027, CFCs are pledged to repay the 2018 CFC Bank Loan, which was issued to build rental car facilities. Excess CFC receipts not needed for debt service payments are permitted by the CFC Indenture and the authorizing resolution to be used by the Authority for any lawful purpose. The Authority intends to use CFC revenues to pay project costs on a pay as you go basis for portions of the costs of the Ground Transportation Facility Pedestrian Bridge and Terminal C landscaping in the 2024 – 2029 CIP. The Authority currently has no plans to designate CFC Revenues as Available CFC Revenues. However, the Authority plans to issue CFC-standalone debt to pay for a portion of the ConRAC as described later.

** "Transfer" in the Senior Bond Resolution 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) 25% of Debt Service payable in such Fiscal Year.

irrevocably committed to make such payments, including any such funds in an escrow account or any such funds constituting Capitalized Interest as well as Available PFC Revenues and Available CFC Revenues. Aggregate Debt Service is the amount of interest and principal on all Senior Bonds (other than Capital Appreciation Bonds) which will accrue in the applicable period, excluding the amounts designated to be paid by Available Revenues and capitalized interest.

Under Section 204 of the Senior Bond Resolution, certain conditions must be met before Additional Bonds may be issued to pay the Cost of Construction of any Additional Project.

These conditions require, among other things, that estimates of Net Revenues 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 the later of (1) the third full Fiscal Year following the issuance of the proposed Senior Bonds or (2) the second full Fiscal Year during which no interest on the proposed Senior Bonds is expected to be paid from the proceeds.* This provision of the Senior Bond Resolution is referred to as the Additional Bonds Test.

Master Subordinated Indenture of Trust

The Authority issues Subordinated Indebtedness pursuant to the Amended and Restated Master Subordinated Indenture of Trust dated as of July 1, 2016, under which U.S. Bank Trust Company, National Association, serves as Trustee (Subordinated Indenture). The Subordinated Indenture provides for the issuance of both Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness, as contemplated by the Senior Bond Resolution. Priority Subordinated Indebtedness is payable solely from, and secured by a pledge of and lien on, Pledged Subordinated Revenues, which is subordinate to the lien on and pledge of Pledged Funds to Senior Bonds. In addition, the Subordinated Indenture authorizes the Authority to enter into and have outstanding Other Parity Indebtedness consisting of the 2016 Subordinated Bonds and 2017 Subordinated Bonds constitute Priority Subordinate Indebtedness.

Secondary Subordinated Indebtedness is subordinate to the lien on and pledge of Pledged Subordinated Revenues to the Outstanding Priority Subordinated Indebtedness and any Priority Subordinated Indebtedness. The Authority has entered into Line of Credit agreements with two banks: Bank of America, N.A. and Wells Fargo Bank, N.A. totaling $550 million. Currently, the Line of Credit agreements are the Authority's only Secondary Subordinated Indebtedness under the Subordinated Indenture.

PFC Program

The Authority has received approval from the FAA to collect and use PFCs for a total of $5.3 billion in collection authority through PFC 22 with collection authority through July 1, 2046. PFC Application 19, approved on June 22, 2018, blended previous PFC applications 11 through 18 to maintain a uniform collection rate of $4.50. On June 25, 2024, the FAA approved an amendment to PFC 20 to increase collection authority by $36.4 million. On September 19, 2024, the FAA approved PFC 22 application to the FAA to fund $98.9 million in construction costs for the Airside 2 and 4 APM System Replacement

* The proposed 2024 Senior Bonds do not include capitalized interest.

plus an additional $133.9 million in financing costs for a total of $232.6 million in collection authority. Additional information can be found on Table 21 of this report.

Eight series of Bonds are currently outstanding under the Senior Bond Resolution for which the Authority designated portions of projects to constitute a PFC-eligible project thereby permitting PFC revenues to be included in the calculation of Available PFC Revenues to pay principal and interest under the Senior Bond Resolution. The Series 2010A PFC-Supported Bonds were repaid in December 2023 using balances in the PFC Fund to free up PFC capacity for future eligible improvements. The 2024 Senior Bonds include $153.4 million for bond-financed PFC eligible project costs, including $98.9 million under PFC 22 described above. The remaining $54.5 million PFC collection authority under PFC 20 is for Terminal C Additional projects (Gates 250-253 expansion and other enhancements).

The financial forecasts presented in this report include all existing PFC-use approval and yet-to-be initiated approval for Terminal C additional projects, including use of PFC revenues to pay a portion of the associated debt service as well as $96.4 million in approval for pay-as-you-go PFC expenditures in the CIP.

Airline Rate Resolution and Rate and Revenue Sharing Agreement

On October 16, 2013, the Authority adopted a resolution (the Rate Resolution) that (1) established the terms and conditions for airlines operating at the Airport, (2) established the methodology for setting certain airline rates and charges for the Airport, and (3) authorized the Authority's Chief Executive Officer (CEO) to enter into Letters of Authorization (LOA) with airlines for the use and occupancy of terminal space at the Airport. The Rate Resolution and the Rate and Revenue Sharing Agreement were amended in 2016, 2019, and 2024. On September 18, 2024, the Board approved the Third Amended and Restated Rate Resolution and the Rate and Revenue Sharing Extension Agreement that became effective October 1, 2024. The Rate Resolution has no expiration date and may be amended at any time by the Authority as it deems necessary or appropriate. The Rate and Revenue Sharing Agreement extends through September 30, 2026. Airlines that sign the Rate and Revenue Sharing Agreement are referred to as Participating Airlines and are eligible to participate in revenue sharing at the end of each Fiscal Year. All of the 15 airlines that signed the 2019 Rate and Revenue Sharing Agreement plus two additional airlines signed the 2024 Rate and Revenue Sharing Extension Agreement. Collectively, these 17 airlines accounted for 94.9% of enplaned passengers at the Airport in FY 2024. For purposes of the financial forecasts in this report it was assumed that the existing airline business relationship would remain in effect through the forecast period (FY 2028).

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

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

The Rate Resolution applies to all airlines operating at the Airport and/or making use of the Airfield or Terminal, whether or not such airline specifically agrees in writing to its terms. All airlines operating at the Airport must sign and deliver to the Authority either a LOA or an Operating Permit 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 is offered the opportunity to execute an LOA to commit to certain exclusive or preferential use space and airlines commit to pay for a specified number of annual access gates to obtain the benefit of rates that are calculated on a square footage basis (i.e., fixed monthly charge for assigned space) (Committed Premises). Space (other than Committed 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. Subject to the Authority Policies and Procedures relating to Gate assignment and usage, an Airline that includes a Gate as part of its Committed Premises will receive occupancy and use of a Gate and corresponding Terminal Apron, as assigned from time to time by the Authority, but will not receive preferential occupancy and use of any particular Gate. Airlines may qualify for certain enhanced occupancy rights for Gates that qualify as a Priority Access Gate.

The Rate Resolution, Rate Methodology, Operating Permits, LOAs, and Authority Policies and Procedures set forth the (1) the methodology for calculating 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 use, preferential use, or annual access use basis, (3) the timing and manner of required payments of rates and charges, and (4) other applicable operating conditions and requirements 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 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'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 USDOT policy and applicable law.

Under the Rate and Revenue Sharing Agreement, airlines that (a) commit to an annual gate access assignment of at least one gate and associated space through the term of the Rate and Revenue Sharing Agreement, 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 through the term of the Rate and Revenue Sharing Agreement, are entitled to obtain the benefits of revenue-sharing. In addition, the Authority has committed to not change the ratemaking methodology through the term of the agreement, without consent of Participating Airlines accounting for 75% or more of enplaned passengers, subject to any changes that might be required by the USDOT, FAA, or court order.

Under Rate and Revenue Sharing Agreement that was recently amended, (1) the Authority retains all Revenues generated from Airport Exclusive Revenue Sources and the first $110 million by which all other Revenues exceed all Debt Service and Operating Expenditures (including Operating Reserve Requirements and payment obligations under the Global Agreement with the Orlando Utilities

Commission (as defined herein), (2) the next $17 million is credited to the Participating Airlines, (3) the third tranche (if any) is equal to the amount paid by the airlines in debt service coverage in the Fiscal Year and shared 25/75 between the Authority and Participating Airlines, (4) any remaining amounts is shared 50/50 between the Authority and Participating Airlines.

The 2024 adopted revisions to its rate methodology were included in the Authority's FY 2025 budget. In developing the financial forecasts, it was assumed that the ratemaking procedures effective as of FY 2025 in the Rate Methodology, Rate Resolution, and Rate and Revenue Sharing Agreement will remain in effect through the forecast period (FY 2025 through FY 2028).

The Authority expects that it will, at all times, 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 Senior Bonds, Outstanding Subordinated Obligations, the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds.

Scope of Report

The report was prepared to address the ability of the Authority to meet the requirements of the Rate Covenant under the Senior Bond Resolution and Subordinated Indenture for the forecast period (FY 2025 through FY 2028) taking into account outstanding Senior Bonds and Subordinated Indebtedness, the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds.

In preparing the report, we analyzed:

- The pattern and rate of recovery of air traffic at the Airport from the reductions that occurred from the economic disruption and public health restrictions caused by the novel coronavirus (COVID 19) pandemic.
- Future airline traffic demand at the Airport giving consideration to the demographic and economic characteristics of the Airport service region, historical trends in airline service and traffic, the role of the Airport in airline route systems, and other key factors that may affect future traffic.
- The status of, estimated costs of, and proposed funding plan for the 2024 - 2029 CIP.
- Debt service requirements and cost center allocations on the currently outstanding Senior Bonds and Subordinated Indebtedness.
- Estimated sources and uses of funds and associated annual debt service requirements of the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds expected to be needed to complete the financing of the projects comprising the 2024 - 2029 CIP as provided by the Municipal Advisors. Debt service for Lines of Credit (Short Term Subordinated Obligations other than Unissued Subordinated Program Obligations), are based on forecasts of such amounts at the end of the expected Capitalized Interest period assuming the Lines of Credit are refunded with the proceeds of fixed-rate Senior Bonds, except for portions of the LOC that may be used for the anticipated advanced refunding of the 2015A Bonds. As noted earlier, we have also incorporated into our analysis the expected refinancing of the 2015A Bonds during FY 2025.

- Historical and estimated future PFC Revenues for pay-as-you-go expenditures and for the payment of debt service, including associated current and expected future allocations by an Authorized Officer of the Authority of Available PFC Revenues 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 as set forth in approved PFC applications and the adopted 2024 – 2029 CIP.
- The Authority's receipt of Federal COVID-19 concession relief grants in FY 2024.
- Historical relationships among revenues, expenses, and airline traffic for the Airport and other factors that may affect future Revenues and O&M Expenses.
- The facilities expected to be provided, as included in the 2024 - 2029 CIP, and other operational considerations affecting Airport revenues and expenses, including estimates of future O&M Expenses as provided by the Authority and its finance engineer.
- Audited financial results for the Airport for FY 2019 through FY 2023 and preliminary actual results for FY 2024.
- The FY 2025 budget for the Authority and associated airline rates and charges.
- The ratemaking procedures under the recently updated Rate Resolution, Rate Methodology, Operating Permits, LOAs, Rate and Revenue Sharing Agreement, and Policies and Procedures effective as of FY 2025, including airline commitments for assigned premises under LOAs for FY 2025 and FY 2026.
- The Authority's intent to increase parking rates during the Forecast period.
- The Authority's ground transportation policy and fee structure, including expected future revisions.
- 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 (including rental car operations), and the leasing of buildings and grounds, including the concession extension agreements.

We have relied upon the Authority and its engineering and construction consultants for estimates of project costs and construction schedules for the projects in the 2024 - 2029 CIP, and upon the Municipal Advisors for the plan of debt finance and estimated debt service requirements for the proposed 2024 Senior Bonds, the proposed 2024 Subordinated Bonds, refinancing the 2015A Bonds in FY 2025, and 2026 Bonds 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 Airline Payments per Enplaned Passenger

Exhibits E-1 through E-3 present the forecasts of terminal rentals, landing fees, and other fees and charges payable by the Participating Airlines and non-Participating Airlines under the Rate Resolution. The exhibits also present projected airline payments expressed per enplaned passenger with and without revenue sharing payments as set forth in the Rate and Revenue Sharing Agreement.

Forecast Debt Service Coverage and Rate Covenant Compliance

As shown in the table on the next page and Exhibit G, Net Revenues are forecast to be at least 1.25 times the Aggregate Debt Service (net of Available PFC Revenues) on outstanding Senior Bonds, the 2024 Senior Bonds, the 2024 Subordinated Bonds, refinancing of the 2015A Bonds in FY 2025, and the 2026 Bonds during the forecast period. In addition, Available Net Revenues are projected to be at least 1.10 times the Annual Aggregate Debt Service on the Priority Subordinated Indebtedness and 100% of debt service on all Subordinated Indebtedness. These forecast results indicate compliance with the rate covenants of both the Senior Bond Resolution and Subordinated Indenture during the forecast period. The Authority is also expected to meet the Additional Bond requirements of Section 204 of the Senior Bond Resolution and Section 4.10 of the Subordinated Indenture. The table also shows the forecast of Net Revenues divided by total debt service for Senior Bonds and Subordinated Indebtedness.

On November 18, 2024, Spirit Airlines filed for chapter 11 bankruptcy protection in connection with a restructuring support agreement with Spirit Airlines' bondholders. Spirit Airlines accounted for the Airport's second largest share of enplaned passengers in Fiscal Year 2024 (14.8%). In its press release announcing the bankruptcy filing, Spirit Airlines stated that it expects to continue operating its business in the normal course throughout its prearranged, streamlined chapter 11 process.

A stress test projection was developed to provide the basis for testing the sensitivity of the Airport's financial results to a hypothetical reduction in passenger numbers, such as could occur under conditions of weak economic growth or recession, restricted seat capacity, reduced competition, and/or high airfares, including a potential airline bankruptcy such as that recently announced by Spirit Airlines. Exhibit H in the attachment to this report summarizes the financial results under the base case and the stress test.

SUMMARY OF PROJECTED DEBT SERVICE COVERAGE AND AIRLINE PAYMENTS – BASE CASE
Orlando International Airport
(in thousands, except coverage)
(for the 12 months ending September 30)

		2025	2026	2027	2028
Net Revenues	A	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Senior Bonds					
Senior Bonds Debt Service[1]	B	$ 152,630	$ 159,764	$ 179,251	$ 205,712
Less: Available PFC Revenues[2]	C	(85,760)	(88,203)	(88,201)	(88,194)
Net Debt Service	B - C = D	$ 66,870	$ 71,561	$ 91,049	$ 117,518
Senior Bonds Coverage	= A / D	5.69	5.85	4.53	3.73
Available Net Revenues	A - D = E	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Priority Subordinated Indebtedness[3]					
Subordinated Bonds Debt Service	F	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Subordinated Bonds Coverage	= E/F	4.13	4.15	3.28	3.66
Central Energy Plant Obligation[4]	G	$ 10,189	$ 10,278	$ 10,368	$ 10,460
Total Indebtedness Coverage	= A / (D + F + G)	2.49	2.53	2.07	2.03
Cost per Enplaned Passenger for All Airlines		$13.47	$13.84	$15.19	$15.65

Source: Debt service: Greater Orlando Aviation Authority and the Municipal Advisors.
Net Revenues, Available Net Revenues, and coverage: LeighFisher.

Notes:
1. Includes actual debt service on all Outstanding Senior Bonds, and estimated debt service on the 2024 Senior Bonds, the 2024 Subordinated Bonds, the anticipated refinancing of the 2015A Bonds in FY 2025, and the 2026 Bonds (which for purposes of the forecast are assumed to be issued as Senior Bonds) as provided by the Municipal Advisors, net of Capitalized Interest.
2. Debt service expected to be paid from Available PFC Revenues.
3. Includes actual debt service on all Outstanding Priority Subordinated Indebtedness. PFC revenues are not currently pledged to pay principal and interest on Subordinated Indebtedness.
4. Includes operating and capital charges for the Terminal C central plant.

The Senior Bond Resolution also permits the addition of Transfers to Net Revenues in computing the debt service coverage requirement. With respect to the Rate Covenant under the Senior Bond Resolution, Transfers are limited to no more than 25% of Debt Service payable in the Fiscal Year from amounts on deposit in the Discretionary Fund, and under the Subordinated Indenture Transfers are limited to no more than 10% of the Aggregate Annual Debt Service on Priority Subordinated Indebtedness. Transfers are excluded from the calculation of Net Revenues in the table above and in Exhibit G.

At the Authority Board meeting on September 18, the Authority passed an item amending a policy originally created for the handling and processing of baggage in and out of the Airport without moving through the terminal baggage systems. The amendments reflect a desire to divert baggage processing away from the terminal and to the remote screening and sortation facility (RSF), thereby easing congestion. The policy, which provides for a $6.75 per bag payment to the baggage handling company

This preliminary draft report is subject to change and is intended for discussion purposes only. It is not to be made available to parties other than those to whom it has been issued directly and should not be relied upon for securing financing or making investment decisions.

numerous operational and other details yet to be worked out before implementation, it is unknown at this time if or when vendors will be engaged to move baggage into and out of the Airport through the RSF, the scope or magnitude or the operation, the final costs, or the party responsible to pay such costs. All permits must be approved by the Board. According to the September 18 meeting agenda item, the potential estimated cost could be $25 million per year. Given the uncertainty regarding the potential costs and associated party or parties responsible for such costs, the timing, and the specific conditions and locations, we have not included any impacts in the financial forecasts set forth in the attachment. We have relied upon the representation from the Authority that the proposed policy will be implemented in full compliance with all applicable laws and grant assurances and in conformity with the terms of the Rate and Revenue Sharing Agreement.

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 2029 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,

Leigh Fisher

LEIGHFISHER

Attachment

BACKGROUND, ASSUMPTIONS, AND RATIONALE FOR THE FINANCIAL PROJECTIONS

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 11,605 acres of land on a site nine miles southeast of downtown Orlando in Orange County, Florida. The Airport has four north-south commercial aircraft runways and two passenger terminal complexes located between the two sets of parallel runways.

Airfield

Runway 17R/35L is 10,000 feet long, Runway 17L/35R is 9,001 feet long, Runways 18L/36R is 12,005 feet long, and 18R/36L is 12,004 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 Group VI aircraft (e.g., the Airbus A380 and Boeing 747-8). The spacing between sets of parallel runways is adequate to allow triple simultaneous approaches under Federal Aviation Administration (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 complexes.

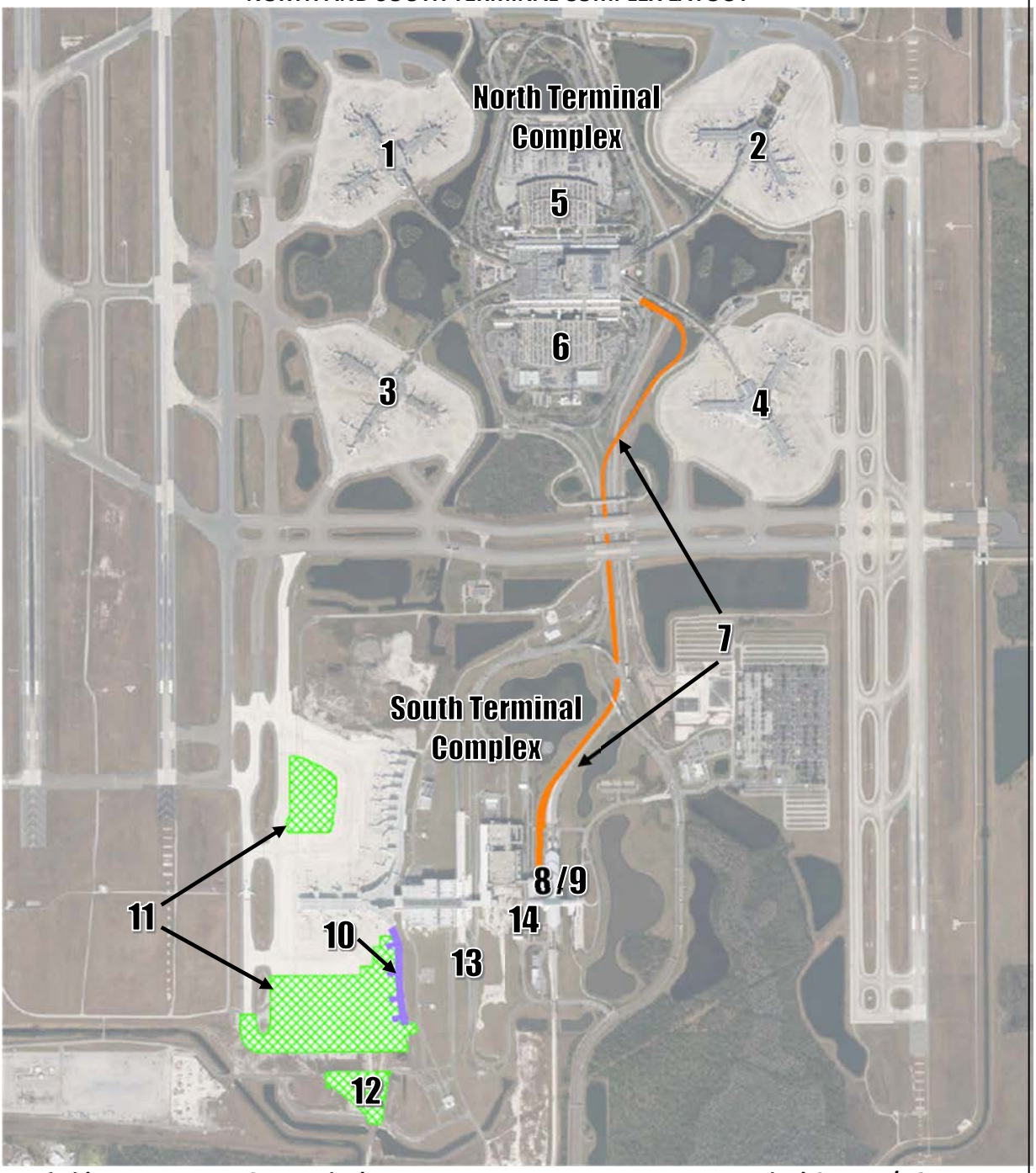
North Terminal Complex (NTC)

Figure 1 shows the layout of the landside terminal, airside buildings, automated people movers, and garages in the existing North Terminal Complex (NTC) and the South Terminal Complex (STC) consisting of the South Automated People Mover (currently called Terminal Link), Train Station, the Terminal C Restart Gates (which are currently under construction as described later), and the area designated for future Phase 2 of Terminal C.

The NTC 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 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. Terminals A and B in the NTC are opposite sides of the same building. The initial NTC landside terminal along with Airsides 1 and 3 opened in 1981. Airside 4 opened in 1990 and Airside 2 opened in 2000 with additional gates added in 2006.

Figure 1
NORTH AND SOUTH TERMINAL COMPLEX LAYOUT



1 - Airside 1
2 - Airside 2
3 - Airside 3
4 - Airside 4
5 - Terminal A
6 - Terminal B
7 - Terminal Link
8 - South Terminal Train Link Station
9 - South Terminal Train Station
10 - Terminal C Restart Gates
11 - Terminal C Ramp/RON
12 - Terminal C GSE
13 - Proposed ConRAC Site
14 – Pedestrian Bridge

Source: Orlando Aviation Authority.

The NTC landside terminal consists of 10 levels. Level 1 accommodates ground transportation functions including: rental car and bus check-in counters; staging and parking areas for buses, limousines, and taxis; and a tunnel under the terminal roadway system to connect passengers to parking facilities. Level 2 accommodates passenger arrival and baggage claim functions. Level 3 accommodates airline ticketing and passenger departure functions and most of the landside terminal space allocated to food/beverage and retail merchandise concessions. Except for the hotel areas, Levels 4 through 10 accommodate public parking.

A 445-room Hyatt Regency hotel with restaurants and conference facilities is an integral part of the landside North 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.

The NTC landside terminal is connected by automated people movers, known as GateLink 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. There is a Federal Inspection Services (FIS) facility to accommodate international arrivals in Airside Building 4. The smaller FIS in Airside Building 1 closed upon the opening of Terminal C. The FIS on Airside 4 has a throughput capacity can accommodate approximately 3,000 arriving international passengers per hour. In addition to the 93 contact aircraft gates, the terminal apron provides aircraft parking for 22 remain-over-night (RON) spaces.

The NTC landside terminal and airside buildings provide approximately 3.5 million square feet of enclosed space, excluding the hotel, which comprises an additional 807,000 square feet. On a gross square footage basis, the NTC, including the hotel, the unenclosed roadways under the landside terminal, and the terminal rooftop parking, comprises approximately 6 million square feet.

The Terminal Link connects the NTC to the STC with stations in both terminal complexes with a connection time of less than 4 minutes.

South Terminal Complex (STC)

Intermodal Facility - South Terminal Link Station and Train Station. The Authority is a leader in multimodal connectivity in the U.S. for air, rail, and ground travel mode options, with the ultimate goal of fulfilling its vision to become the global leader in the evolution of mobility. The current focus of the multimodal connectivity is the Intermodal Facility campus, which consists of the South Terminal Link station, the Train Station, and associated entrance and departure roadways which opened in November 2017. In September 2023, MCO became one of the first U.S. airports to offer high-speed intercity passenger rail service.

The Train Station, which is adjacent to the South Terminal Link station, supports existing and future multi-modal travel connections in the vicinity of the STC to provide greater connectivity to the region and the State and relieve congestion in the existing NTC. It includes infrastructure improvements that can accommodate at least three rail systems: (1) the South Terminal Link, (2) the passenger train service between Miami and Orlando developed and provided by Brightline, which started service on September 22, 2023 and (3) SunRail, Central Florida's commuter rail line, that is currently under study. SunRail's proposed Sunshine Corridor would expand its network to connect the Airport to the Orange County Convention Center and eventually International Drive and the Disney Springs area.

Brightline is a privately owned express intercity passenger rail service that connects Miami, Fort Lauderdale, West Palm Beach, and Orlando (via the station at the Airport). Brightline has discussed

potential plans for stops in Florida's Space Coast in Cocoa and the Treasure Coast in Stuart as well as plans to extend its operations beyond MCO to Tampa with possible stops enroute. Brightline's agreement with the Authority has been amended to allow for such southern connection, subject to certain conditions. Negotiations are underway with SunRail and the Florida Department of Transportation (FDOT) for stops at SunRail's Meadow Wood station and ultimately Tampa, subject to numerous actions that are required.

Parking Garage C is located on the South Entrance Road adjacent to the South Terminal Link Station and currently provides approximately 2,400 public parking spaces on levels 3-6. Levels 1-2 are designated for rental car operations.

As discussed later, the next proposed addition to this multimodal campus is the construction of a consolidated rental car facility (ConRAC).

South Terminal (or Terminal C). Terminal C and its associated connected apron/taxiway encompasses approximately 300 acres within the Airport's footprint. Terminal C consists of the landside terminal with five levels including: a Customs and Border Patrol (CBP) facility that can process 2,000 passengers per hour; a Baggage Handling System (BHS) that includes an Early Bag Storage (EBS) area capable of housing approximately 1,800 individual pieces of luggage; an Airside Concourse that has the ability to serve both international and domestic flights and accommodate 15 gates and 20 aircraft positions with Virtual Ramp Control that can safely and effectively track aircraft on the entire airport campus from a control room located in the terminal and operates in concert with an Advanced Visual Docking Guidance System to track aircraft on Terminal C apron area and allows for automated control of the aircraft to park at the gate during inclement weather; a Ground Transportation Facility; a Central Energy Plant (CEP) which is the chilled water plant for Terminal C inclusive of seven chillers with a combined installed capacity of 10,395 tons under an agreement between the Authority and Orlando Utilities Commission (OUC) for its operation; and an Emergency Power Generation Plant (EPG) that has seven stand-by 4000kW generator sets and electrical gear available under an agreement between the Authority and OUC for its operation.

Roadway System and Public Parking Facilities

The NTC is served by a three-level roadway system that provides access to separate departing, arriving, 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 4 through 10 of the garages adjacent to the landside terminal. In addition, there are two cell phone lots and a travel plaza.

There are approximately 22,800 public parking spaces located on the Airport, including 8,524 NTC garage spaces, 2,398 South Terminal Parking Garage C spaces, and 11,887 satellite (economy) parking spaces located at remote lots serving the NTC and STC.

The North Cell Phone Lot is located north of the terminal/existing Taxiway J and to the south of Cargo Road. This lot contains a Return-to-Terminal A roadway, access lanes, roadway signage, and restrooms with the capacity for 227 passenger vehicles. The South Cell Phone Lot was constructed by reconfiguring the entrance to the existing Red Lot/Taxi Staging area and sits at the northeast corner of Jeff Fuqua Boulevard and South Park Place, adjacent to the South Travel Plaza. The lot consists of 200 passenger vehicle spaces.

The South Travel Plaza sits on 2.6 acres and consists of a 9,000 square foot convenience store with 12 fuel pumps, a restaurant, customer restrooms, and outdoor seating. Improvements.

Rental Car Facilities

At the NTC, 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.

Four rental car companies representing 10 brands, which collectively comprised approximately 94% of the Airport rental car market in FY 2023, operate on-Airport: (1) Avis Budget Group, LLC (Avis, Budget, and Payless brands), (2) Enterprise Holdings (Enterprise, Alamo, and National brands), (3) The Hertz Corporation (Hertz brand) and DTG Operating Inc. (Dollar and Thrifty brands merged into one company as a result of a merger), and (4) Sixt. Off-Airport operators currently include Payless and smaller specialty and local operators.

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

The Heintzelman Storage Lot #1 is located south of Runway 17R/35L on Heintzelman Boulevard near the intersection of it and Jeff Fuqua Boulevard. The lot is approximately 92 acres with paving of approximately 53 acres. A perimeter fence divides the lot into five individual lots for each rental car company under contract with the Authority.

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, SR 528 (Beachline Expressway) connects to Interstate-4 (I-4) in the west, the Central Florida GreeneWay (SR 417 or GreeneWay) on the east, and further east to Interstate-95 (I-95) in Brevard County on the East Coast. I-4 is approximately 11 miles from the Airport. I-4 starts in Tampa, runs northeast and passes through the western edge of downtown Orlando before ending near Daytona Beach. The GreeneWay forms a half loop around the eastern portion of the Orlando area , connecting at its southern terminus with I-4 southwest of the Airport, running northeast and passing directly south of the Airport before turning north and ultimately connecting with I-4 at the GreeneWay's northern terminus in Seminole County. The Florida Turnpike intersects the GreeneWay southwest of the Airport and connects to SR 417. The Turnpike then continues northwest connecting with I-4 and I-75 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 to SR 408 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, and the Heintzelman Boulevard corridor on the east side of the Airport. The Tradeport Drive corridor comprises approximately 1,000 acres and the Heintzelman Boulevard corridor comprises approximately 440 acres. The Authority sold portions of its 1,854-acre Poitras property in FY 2018 and sold the remaining portions in FY 2020 and FY 2021. 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 in the Tradeport Drive corridor 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, a Federal Express sorting facility, a Cessna Aircraft Company Citation Service Center, a 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, (2) a three aircraft bay hangar for installation of airline in-seat digital entertainment systems and FAA-mandated maintenance and inspections on their aircraft and (3) a lodge and training facility for crewmembers visiting the JetBlue Orlando Support Center situated in its University campus at the Airport. Silver Airways operates 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.

On October 16, 2024, the Authority executed a lease with United Airlines for the development of a new maintenance, repair, and overhaul (MRO) campus at MCO. United currently leases Hangar 407, Hangar 431, and Warehouse 447 in the Tradeport Drive Corridor that is used for fleet maintenance and operation. As part of this proposed development, United will (1) demolish Hangar 431, (2) vacate Warehouse 447, (3) make a $1 million upgrade to Hangar 407, and (4) construct a 354,400 square-foot hangar capable of accommodating up to six narrow-body aircraft at once, with the flexibility to accommodate one wide-body aircraft and three narrow-body aircraft simultaneously (including the B-777 and B-787). United has committed to making a minimum investment of $70 million; however, United is currently estimating the total MRO campus investment to exceed $300 million. Under the proposed lease, United has the option to pursue conduit financing with the Authority, which if completed, would be backed solely by United.

AIRPORT SERVICE REGION

MCO (a large-hub airport as defined by the FAA*), is the domestic and international gateway to the Orlando airport service region which, for the purposes of this report, includes primary and secondary service regions. The Airport's primary service region is defined as the four-county Orlando-Kissimmee-Sanford Metropolitan Statistical Area (Orlando MSA), as shown in Table 1 and on Figure 2. The Orlando MSA includes the counties of Lake, Orange, Osceola, and Seminole. According to the U.S. Department of Commerce, Bureau of the Census, in 2023, the population of the Orlando MSA was approximately 2.82 million (accounting for about 13% of the State total population of 22.6 million) and was the 21st largest MSA in the nation. Orange County includes the City of Orlando and accounts for about 52% of the population of the Orlando MSA. Because economic growth and activity within the primary service area stimulates a significant portion of passenger demand at the Airport, statistics for the Orlando MSA were used to evaluate economic trends at the Airport.

The Orlando MSA encompasses one of the largest leisure and hospitality centers in the world. Seven of the top 10 U.S. theme parks, and six of the top 13 worldwide theme parks, based on attendance in 2022 (the most recent data available), are located in the Orlando MSA. More than 74 million people visited Orlando in 2023, reflecting its long-standing ranking as one of the best places to visit in the United States, according to travel industry analysts.** The Orlando MSA is approximately 55-60 miles by car to the Port Canaveral cruise port and Atlantic Ocean beaches to the east and 84-110 miles to the Tampa Bay area and Gulf Coast beaches, respectively, to the southwest. The number of visitors to the state of Florida totaled 140.6 million in 2023, a 2.3% increase over 2022, according to VISIT FLORIDA.***

Table 1
POPULATION DISTRIBUTION IN THE ORLANDO MSA
2023

County	Population	Percent of total
Orange	1,471,416	52.2%
Seminole	484,271	17.2
Osceola	437,784	15.5
Lake	424,462	15.1
Total	2,817,933	100.0%

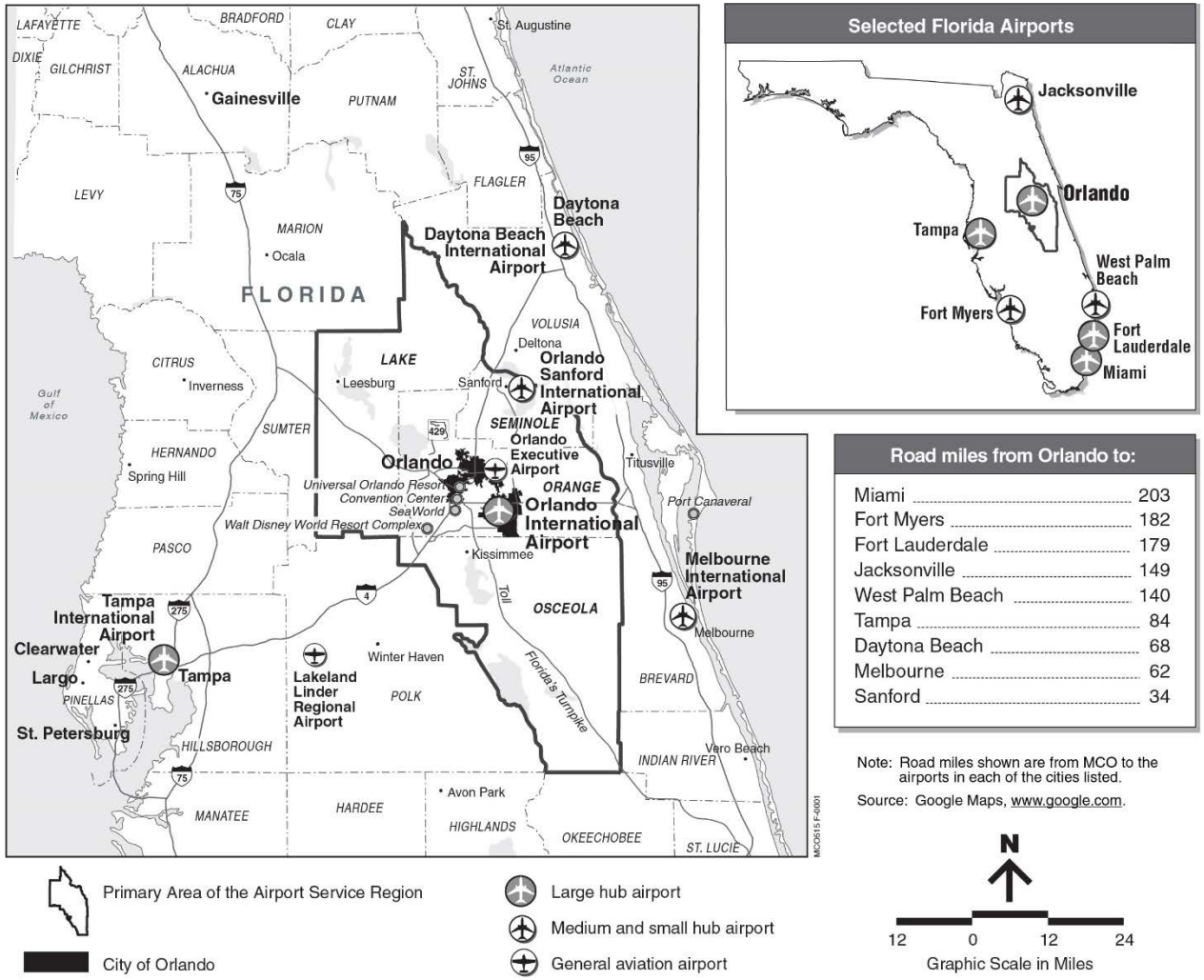
Source: U.S. Department of Commerce, Bureau of the Census, accessed July 2024, www.census.gov.

* Airports are classified by the FAA in terms of the percentage of total passenger boardings within the United States in the most current calendar year: large hubs—1% or more; medium hubs—at least 0.25%, but less than 1%; small hubs—at least 0.05%, but less than 0.25%; and non-hubs—more than 10,000 passenger boardings, but less than 0.05%.

** AAA Travel Editor, "50 Best Vacation Spots in the US to Explore in 2024," April 18, 2024, www.aaa.com. Travel and Leisure, "The 50 Best Places to Travel in 2023," January 24, 2023, www.travelandleisure.com.

*** Visit Florida, Florida Visitor Estimates, www.visitflorida.org, accessed August 2024.

Figure 2
AIRPORT SERVICE REGION



The secondary service region area is defined by the location of and driving distance to other commercial airports, as well as by the availability, price, and quality of airline service at those airports. Five airports with commercial passenger airline service are within 100 miles of MCO but, with the exception of Tampa, provide limited scheduled airline service (as of July 2024):

- Sanford International Airport, a small-hub airport located 34 road miles northeast of MCO with an average of 32 daily departures in July 2024 and 1.4 million revenue enplaned passengers in calendar year 2023. Allegiant was the only airline providing scheduled service at Sanford in July 2024.
- Melbourne International Airport, a non-hub airport located 62 road miles southeast of MCO with an average of 7 daily departures in July 2024 and 364,000 revenue enplaned passengers in calendar year 2023. Delta was the largest airline (out of three) providing scheduled service at Melbourne in July 2024.
- Lakeland Linder International Airport, recognized by the FAA as a reliever airport for Tampa International Airport, is located 62 road miles southwest of MCO. Avelo Airlines (the only airline providing scheduled service at Lakeland) started scheduled passenger service at the airport in June 2024 with plans to expand from an average of 2 flights per week in July 2024 to 16 flights per week in December 2024.
- Daytona Beach International Airport, a non-hub airport located 68 road miles northeast of MCO with an average of 8 daily departures in July 2024 and 348,000 revenue enplaned passengers in calendar year 2023. Delta was the largest airline (out of three) providing scheduled service at Daytona Beach in July 2024.
- Tampa International Airport, a large-hub airport located 84 road miles southwest of MCO with an average of 242 daily departures in July 2024 and 11.7 million revenue enplaned passengers in calendar year 2023. Southwest was the largest airline (out of 21) providing scheduled service at Tampa in July 2024.

Orlando Executive Airport is a general aviation airport with no scheduled passenger airline service. Sanford, Melbourne, and Daytona Beach are not considered significant competitors to MCO given their limited airline service and the extensive service options at MCO (an average of 519 daily departures at MCO scheduled for July 2024). The competitive threat from Tampa is mitigated by the extensive international service options at MCO, in terms of the number of average daily departures (320 at MCO compared with 125 at Tampa in July 2024), and the number of international destinations served (51 at MCO compared with 15 at Tampa in July 2024). There is also a considerable presence of U.S. Low-Cost Carriers (LCCs) and Ultra Low-Cost Carriers (ULCCs)* at MCO.

*Low-Cost Carriers (LCCs) include JetBlue and Southwest; Ultra Low-Cost Carriers (ULCCs) include Avelo, Allegiant, Breeze, Frontier, Spirit, and Sun Country. ULCCs have significantly lower unit costs than LCCs and derive a significantly higher proportion of revenue from ancillary revenue than LCCs by unbundling their fare products.

AIRPORT ROLE

As shown in Table 2, MCO was the busiest airport in Florida in 2023, having enplaned 28.1 million revenue passengers. The Airport accounted for 26.7% of revenue enplaned passengers at all Florida airports, combined. The seven busiest airports in Florida—Orlando, Miami, Fort Lauderdale, Tampa, Fort Myers, Palm Beach, and Jacksonville—accounted for approximately 90% of revenue enplaned passengers at all Florida airports, combined. In 2023, revenue enplaned passenger numbers were higher than 2019 levels at 11 of the 14 airports shown. For the 7 months ended July 2024, the seven busiest airports remain the same and accounted for approximately the same percentage of Florida passengers. Of the airports shown below, the number of revenue passengers at only Fort Lauderdale and Sanford had not yet recovered to that of the same period of 2019.*

Table 2
REVENUE ENPLANED PASSENGERS AT FLORIDA AIRPORTS
Calendar years

Airport	Enplaned passengers (thousands) 2010	2019	2023	2023 percent of Florida total	Average annual percent increase (decrease) 2010–2023	2023 Percent of 2019 passengers
Orlando *(a)*	**17,016**	**24,586**	**28,121**	**26.7%**	**3.9%**	**114.4%**
Miami	17,019	21,504	24,884	23.6	3.0	115.7
Fort Lauderdale	10,829	17,971	17,062	16.2	3.6	94.9
Tampa	8,137	10,940	11,682	11.1	2.8	106.8
Fort Myers	3,714	5,044	4,964	4.7	2.3	98.4
Palm Beach	2,957	3,459	3,814	3.6	2.0	110.3
Jacksonville	2,755	3,479	3,619	3.4	2.1	104.0
Sarasota	671	981	2,144	2.0	9.4	218.6
Sanford	544	1,602	1,447	1.4	7.8	90.3
Pensacola	730	1,099	1,366	1.3	4.9	124.3
St. Pete.-Clearwater	384	1,143	1,246	1.2	9.5	109.0
Destin	349	813	1,117	1.1	9.4	137.3
Daytona Beach	246	341	348	0.3	2.7	102.2
Melbourne	180	243	364	0.3	5.6	149.8
Subtotal	65,529	93,203	102,179	96.9%	3.5%	109.6%
Other Florida airports	1,149	2,670	3,218	3.1	8.2	120.5
All Florida airports	66,678	95,873	105,397	100.0%	3.6%	109.9%

(a) Data reported to the U.S. DOT excludes nonrevenue passengers and may differ from data reported by the airlines to the Airport.

Note: Columns may not add to totals shown because of rounding.

Source: U.S. DOT, Schedule T100, accessed August 2024.

* Fort Myers recovered to 2019 levels in 2022, however the damage sustained from Hurricane Ian in September 2022 impacted travel to the area in 2023 as well.

Rankings Among U.S. Airports

Tables 3 through 6 present data on activity at the 30 busiest U.S. airports as ranked by various passenger metrics for calendar year 2023.

Table 3 lists airports ranked by numbers of enplaned passengers in calendar year 2023. The Airport was the 7th busiest airport by this measure, with 28.1 million enplaned passengers.

Table 4 lists airports ranked by estimated numbers of originating passengers (those who did not connect with another flight) in calendar year 2023. By this measure, the Airport was the second busiest airport in the nation, with 25.7 million passengers. In 2023, approximately 90% of passengers at MCO were originating. The Airport's role as a travel and tourism destination is discussed in the following chapter. Miami, the second busiest airport in Florida, had a lower percentage of originating passengers (68%) reflecting its role as a connecting hub for American Airlines.

Table 5 lists airports ranked by estimated numbers of connecting passengers in calendar year 2023. The Airport was the 25th busiest airport by this measure, with 2.5 million enplaned passengers.

Table 6 lists airports ranked by numbers of enplaned international passengers in calendar year 2023. By this measure, the Airport ranked 13th. International enplaned passengers accounted for 12% of all enplaned passengers at the Airport in 2023.

Airport's Role in Top Airline's Systems

Table 7 presents data on airline service provided by the largest airlines at MCO in July 2004, July 2019, and July 2024, ranked by daily scheduled departing seats in July 2024.

In July 2024, MCO accounted for 3.3% of the total scheduled departing seats in Southwest's system, making it the 9th busiest airport in the system. Twenty years earlier, in 2004, MCO accounted for 2.6% of the combined AirTran-Southwest system and the Airport ranked 10th.* In July 2024, Southwest accounted for 24.1% of total scheduled departing seats at the Airport. Frontier increased service at the Airport from two flights per day in July 2004 to 42 flights per day in July 2024. MCO ranked 29th in Frontier's system in July 2004 and 2nd in the system in July 2024.

Among "hub-and-spoke" airlines (Delta, American, United, and to a lesser extent, Southwest), the Airport's ranking indicates the importance of MCO since it is not, itself, a connecting hub for any airline. For airlines operating point-to-point service such as Spirit, JetBlue, and Frontier, MCO ranked within the top 4 busiest airports for each.

* In May 2011, Southwest Airlines closed on its acquisition of AirTran Airways. The combined airline adopted Southwest's branding and service policies and was issued a single operating certificate by the FAA in March 2012. Full integration of the two airlines was completed in December 2014.

Table 3
ENPLANED PASSENGERS AT BUSIEST U.S. AIRPORTS
Calendar years

2023 Rank	City (airport)	Enplaned passengers (millions) 2000	2010	2019	2023	Percent increase (decrease) 2019-2023	Increase (decrease) 2019-2023 (millions)
1	Atlanta	40.2	45.8	55.2	52.3	(5.4%)	(3.0)
2	Dallas/Fort Worth	28.2	27.0	35.8	39.3	9.8	3.5
3	Denver	18.3	25.2	33.6	37.9	12.7	4.3
4	Los Angeles	32.1	28.9	43.0	36.8	(14.4)	(6.2)
5	Chicago (O'Hare)	33.7	32.2	40.9	35.9	(12.4)	(5.1)
6	New York (Kennedy)	16.1	22.9	31.2	30.7	(1.7)	(0.5)
7	**Orlando (International)**	**14.7**	**17.0**	**24.6**	**28.1**	**14.4**	**3.5**
8	Las Vegas	16.4	18.9	24.5	27.8	13.7	3.3
9	Charlotte	11.4	18.6	24.2	25.9	7.0	1.7
10	Miami	16.5	17.0	21.5	24.9	15.7	3.4
11	Seattle	13.8	15.4	25.0	24.6	(1.7)	(0.4)
12	Newark	17.2	16.6	23.2	24.5	5.7	1.3
13	San Francisco	19.5	19.3	27.7	24.2	(12.6)	(3.5)
14	Phoenix (Sky Harbor)	18.1	18.9	22.4	23.9	6.4	1.4
15	Houston (Bush)	16.3	19.5	21.9	22.2	1.4	0.3
16	Boston	13.6	13.6	20.7	20.0	(3.6)	(0.8)
17	Fort Lauderdale	7.8	10.8	18.0	17.1	(5.1)	(0.9)
18	Minneapolis-Saint Paul	16.8	15.5	19.2	17.0	(11.3)	(2.2)
19	New York (LaGuardia)	12.7	12.0	15.4	16.2	5.1	0.8
20	Detroit	17.2	15.6	18.1	15.4	(15.2)	(2.8)
21	Philadelphia	12.3	14.9	16.0	13.7	(14.7)	(2.4)
22	Salt Lake City	9.5	9.9	12.8	12.9	0.5	0.1
23	Baltimore	9.6	10.8	13.3	12.8	(3.5)	(0.5)
24	Washington DC (Reagan)	7.4	8.7	11.6	12.4	6.6	0.8
25	San Diego	7.9	8.4	12.6	12.2	(3.6)	(0.5)
26	Washington DC (Dulles)	9.1	11.3	11.9	12.2	2.4	0.3
27	Tampa	8.0	8.1	10.9	11.7	6.8	0.7
28	Nashville	4.5	4.4	8.9	11.2	25.7	2.3
29	Austin	3.6	4.2	8.5	10.8	27.4	2.3
30	Chicago (Midway)	7.1	8.5	10.1	10.7	5.7	0.6
	Total—top 30 airports					0.3%	

Notes: Airports shown are the top 30 U.S. airports ranked by number of passengers for 2023.
Percentages were calculated using unrounded numbers.

Sources: U.S. DOT, Schedules T100 and 298C T1, accessed August 2024.

Table 4
ORIGINATING PASSENGERS AT BUSIEST U.S. AIRPORTS
Calendar years

2023 Rank	City (airport)	Originating passengers (millions) 2000	2010	2019	2023	Percent increase (decrease) 2019-2023	Increase (decrease) 2019-2023 (millions)	Percent Originating 2023
1	Los Angeles	24.0	22.2	35.4	31.4	(11.2%)	(4.0)	85.4%
2	**Orlando (International)**	**13.8**	**16.0**	**23.2**	**25.7**	**10.6**	**2.4**	**91.3**
3	New York (Kennedy)	12.9	18.1	26.8	25.0	(6.7)	(1.8)	81.5
4	Chicago (O'Hare)	16.4	15.6	24.3	22.8	(5.9)	(1.4)	63.7
5	Las Vegas	14.1	16.0	21.4	22.8	6.7	1.4	82.0
6	Atlanta	15.9	14.6	21.7	22.4	3.1	0.7	42.9
7	Denver	9.8	12.9	21.8	21.6	(1.0)	(0.2)	57.1
8	Newark	13.3	11.8	19.2	20.3	5.9	1.1	82.7
9	San Francisco	15.1	15.0	22.3	19.6	(12.0)	(2.7)	80.8
10	Boston	12.6	13.0	19.5	18.7	(4.0)	(0.8)	93.8
11	Dallas/Fort Worth	11.5	11.0	16.3	17.6	7.8	1.3	44.9
12	Phoenix (Sky Harbor)	11.2	10.9	15.2	17.4	14.4	2.2	72.9
13	Seattle	10.4	11.3	17.6	17.2	(2.1)	(0.4)	70.0
14	Miami	10.0	9.6	14.8	16.8	13.4	2.0	67.5
15	Fort Lauderdale	7.6	10.0	15.0	14.5	(3.1)	(0.5)	85.1
16	New York (LaGuardia)	11.8	11.1	14.0	14.3	1.7	0.2	88.2
17	Houston (Bush)	6.8	7.7	11.7	13.6	15.8	1.8	61.1
18	San Diego	7.6	8.0	11.9	11.7	(1.5)	(0.2)	96.3
19	Tampa	7.5	7.5	10.5	11.4	7.9	0.8	97.2
20	Minneapolis-Saint Paul	8.2	8.1	11.9	11.3	(5.3)	(0.6)	66.2
21	Philadelphia	7.8	8.8	11.1	10.7	(4.2)	(0.5)	78.0
22	Detroit	8.4	7.5	10.8	10.4	(3.3)	(0.4)	67.8
23	Washington DC (Reagan)	6.5	7.2	10.2	10.2	(0.1)	(0.0)	82.6
24	Austin	3.5	4.0	8.1	9.4	16.0	1.3	86.7
25	Nashville	3.6	3.7	7.6	9.4	23.2	1.8	83.4
26	Honolulu	8.6	7.0	8.9	8.7	(2.1)	(0.2)	85.0
27	Baltimore	8.2	8.3	9.8	8.7	(11.6)	(1.1)	67.7
28	Washington DC (Dulles)	6.1	6.5	8.1	8.7	7.4	0.6	71.1
29	Charlotte	3.0	4.9	7.7	8.6	11.7	0.9	33.1
30	Salt Lake City	5.0	5.0	7.9	8.5	8.0	0.6	66.0
	Total—top 30 airports					1.0%		

Notes: Airports shown are the top 30 U.S. airports ranked by originating passengers for 2023.
Percentages were calculated using unrounded numbers.
Includes a small number of passengers on foreign-flag airlines making connections between international flights.

Sources: LeighFisher; U.S. DOT, Schedules T100 and 298C T1; U.S. DOT, *Air Passenger Origin-Destination Survey*, reconciled to Schedules T100 and 298C T1, accessed August 2024.

Table 5
CONNECTING PASSENGERS AT BUSIEST U.S. AIRPORTS
Calendar years

2023 Rank	City (airport)	Connecting passengers (millions) 2000	2010	2019	2023	Percent increase (decrease) 2019-2023	Increase (decrease) 2019-2023 (millions)	Percent connecting 2023
1	Atlanta	24.3	31.2	33.5	29.9	(11.0%)	(3.7)	57.1%
2	Dallas/Fort Worth	16.7	16.1	19.4	21.7	11.5	2.2	55.1
3	Charlotte	8.4	13.7	16.5	17.3	4.8	0.8	66.9
4	Denver	8.5	12.3	11.8	16.3	38.2	4.5	42.9
5	Chicago (O'Hare)	17.2	16.6	16.7	13.0	(21.9)	(3.7)	36.3
6	Houston (Bush)	9.6	11.8	10.2	8.6	(15.1)	(1.5)	38.9
7	Miami	6.4	7.4	6.7	8.1	20.7	1.4	32.5
8	Seattle	3.4	4.1	7.4	7.4	(0.6)	(0.0)	30.0
9	Phoenix (Sky Harbor)	6.9	8.0	7.2	6.5	(10.4)	(0.7)	27.1
10	Minneapolis-Saint Paul	8.6	7.4	7.3	5.8	(21.1)	(1.5)	33.8
11	New York (Kennedy)	3.2	4.8	4.4	5.7	28.8	1.3	18.5
12	Los Angeles	8.2	6.7	7.6	5.4	(28.9)	(2.2)	14.6
13	Las Vegas	2.3	2.9	3.1	5.0	61.2	1.9	18.0
14	Detroit	8.8	8.1	7.4	5.0	(32.7)	(2.4)	32.2
15	San Francisco	4.4	4.3	5.5	4.6	(15.2)	(0.8)	19.2
16	Salt Lake City	4.6	4.9	5.0	4.4	(11.5)	(0.6)	34.0
17	Newark	3.8	4.8	4.1	4.3	4.7	0.2	17.3
18	Baltimore	1.4	2.5	3.5	4.1	19.4	0.7	32.3
19	Chicago (Midway)	1.3	3.0	3.3	4.0	20.7	0.7	37.5
20	Washington DC (Dulles)	2.9	4.8	3.8	3.5	(8.2)	(0.3)	28.9
21	Dallas (Love)	0.7	1.1	2.7	3.0	12.2	0.3	35.3
22	Philadelphia	4.5	6.2	4.9	3.0	(38.6)	(1.9)	22.0
23	Fort Lauderdale	0.2	0.8	3.0	2.5	(14.8)	(0.4)	14.9
24	Houston (Hobby)	1.1	1.2	2.4	2.5	3.2	0.1	37.0
25	**Orlando (International)**	**0.9**	**1.0**	**1.4**	**2.5**	**79.5**	**1.1**	**8.7**
26	Washington DC (Reagan)	0.9	1.5	1.4	2.2	57.1	0.8	17.4
27	New York (LaGuardia)	0.8	0.9	1.4	1.9	39.6	0.5	11.8
28	Nashville	0.8	0.8	1.3	1.9	39.9	0.5	16.6
29	St. Louis	9.5	0.9	1.8	1.6	(13.9)	(0.3)	21.5
30	Honolulu	2.0	1.7	1.4	1.5	9.5	0.1	15.0
	Total—top 30 airports					(1.4%)		

Notes: Airports shown are the top 30 U.S. airports ranked by number of connecting passengers for 2023.
Percentages were calculated using unrounded numbers.
Excludes a small number of passengers on foreign-flag airlines making connections between international flights.

Sources: LeighFisher; U.S. DOT, *Air Passenger Origin-Destination Survey*, reconciled to Schedules T100 and 298C T1, accessed August 2024.

Table 6
INTERNATIONAL ENPLANED PASSENGERS AT BUSIEST U.S. AIRPORTS
Calendar years

2023 Rank	City (airport)	Enplaned international passengers (millions) 2000	2010	2019	2023	Percent increase (decrease) 2019-2023	Increase (decrease) 2019-2023 (millions)	Percent international 2023
1	New York (Kennedy)	9.0	11.4	17.0	16.3	(3.9%)	(0.7)	53.3%
2	Miami	8.0	8.4	10.7	10.8	0.7	0.1	43.3
3	Los Angeles	8.2	7.7	12.6	10.7	(14.5)	(1.8)	29.2
4	Newark	4.4	5.7	7.1	7.2	1.7	0.1	29.5
5	San Francisco	4.0	4.2	7.3	6.8	(7.3)	(0.5)	28.1
6	Chicago (O'Hare)	5.0	5.2	6.9	6.6	(4.8)	(0.3)	18.3
7	Atlanta	2.9	4.5	6.3	6.4	1.4	0.1	12.3
8	Houston (Bush)	2.7	4.2	5.5	5.6	2.9	0.2	25.4
9	Dallas/Fort Worth	2.4	2.5	4.6	5.4	17.6	0.8	13.9
10	Washington DC (Dulles)	1.9	3.0	4.1	4.6	12.0	0.5	38.0
11	Boston	2.1	1.8	3.9	3.8	(2.3)	(0.1)	19.3
12	Fort Lauderdale	0.7	1.6	4.2	3.7	(12.7)	(0.5)	21.7
13	**Orlando (International)**	**1.2**	**1.6**	**3.5**	**3.4**	**(2.6)**	**(0.1)**	**12.0**
14	Seattle	1.1	1.4	2.8	2.8	(0.7)	(0.0)	11.2
15	Charlotte	0.5	1.3	1.8	2.1	18.1	0.3	8.0
16	Denver	0.6	1.0	1.6	2.0	26.7	0.4	5.2
17	Philadelphia	1.3	1.9	2.0	1.8	(11.0)	(0.2)	12.9
18	Las Vegas	0.5	1.1	1.8	1.6	(9.0)	(0.2)	5.8
19	Honolulu	2.5	1.8	2.7	1.6	(40.7)	(1.1)	15.3
20	Detroit	1.9	1.4	1.9	1.5	(19.2)	(0.4)	9.8
21	Minneapolis-Saint Paul	1.4	1.1	1.6	1.5	(9.6)	(0.2)	8.6
22	Phoenix (Sky Harbor)	0.5	1.0	1.0	1.3	20.7	0.2	5.3
23	New York (LaGuardia)	0.7	0.5	1.1	0.9	(17.2)	(0.2)	5.7
24	Salt Lake City	0.1	0.2	0.5	0.6	19.6	0.1	4.8
25	Baltimore	0.3	0.2	0.6	0.6	10.3	0.1	4.8
26	Tampa	0.2	0.2	0.5	0.6	7.6	0.0	5.0
27	Austin	0.0	0.0	0.3	0.5	92.6	0.2	4.6
28	Houston (Hobby)	0.0	0.0	0.4	0.5	12.2	0.1	7.1
29	San Diego	0.1	0.1	0.5	0.5	(13.5)	(0.1)	3.7
30	Portland, Oregon	0.2	0.2	0.4	0.4	(8.2)	(0.0)	4.6
	Total—top 30 airports					(2.7%)		

Notes: Airports shown are the top 30 U.S. airports (excluding airports in Puerto Rico, the islands of the Pacific Trust, and the U.S. Virgin Islands) ranked by international passengers for 2023. Percentages were calculated using unrounded numbers.

Sources: U.S. DOT, Schedules T100 and 298C T1, accessed August 2024.

Table 7
AIRPORT'S ROLE IN SELECTED AIRLINES' SYSTEMS
Orlando International Airport
Month of July

	Average daily departures			Average daily departing seats			MCO rank in airline system		
	2004	2019	2024	2004	2019	2024	2004	2019	2024
Southwest	95	117	140	12,469	18,040	22,268	10	8	9
Spirit	12	56	66	1,819	9,963	12,138	4	3	3
Delta	126	54	60	14,299	9,960	11,272	9	10	10
JetBlue	14	64	56	2,231	9,904	9,064	5	4	4
Frontier	2	36	42	249	7,497	8,923	29	2	2
American	70	48	49	10,795	8,680	8,902	16	12	12
United	46	36	35	6,093	6,100	6,297	12	10	8

Note: Airlines shown are the 10 largest U.S. airlines in terms of scheduled seat capacity with at least 5,000 average daily departing seats at MCO in July 2024.

Source: Airline Data Inc., online database, accessed September 2024.

ECONOMIC BASIS FOR AIRLINE TRAFFIC DEMAND

The economy of the Orlando MSA is an important determinant of long-term passenger demand at the Airport. The development and diversity of an airport service region's economy is important to passenger traffic growth at the airport, or airports, 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 in terms of historical socioeconomic trends and the employment profile of the Orlando MSA, industry clusters, and the visitor industry.

Historical Socioeconomic Trends

Table 8 presents historical data on population, nonagricultural employment, per capita income, and per capita gross domestic product for the Orlando MSA, the State of Florida, and the United States.

Population. The population of the Orlando MSA increased an average of 2.3% per year between 2010 and 2019, faster than growth rates for the State (1.5%) and the nation (0.7%). Between 2019 and 2023, the population of the Orlando MSA increased an average of 2.0% per year, again, a faster rate than for both the State (1.3%) and the nation (0.5%). The University of Central Florida (UCF), Institute for Economic Forecasting projects population in the Orlando MSA to increase an average of 2.2% per year between 2023 and 2027, faster than the growth rate for the State (1.7%).

Nonagricultural Employment. Following the trends in population, nonagricultural employment in the Orlando MSA increased an average of 3.3% per year between 2010 and 2019, faster than growth rates for the State (2.5%) and the nation (1.6%). Between 2019 and 2023, nonagricultural employment growth in the Orlando MSA increased 2.3% per year, on average, faster than the State (2.1%) and the nation (0.8%). UCF projects nonagricultural employment in the Orlando MSA to increase an average of 1.5% per year between 2023 and 2027, faster than the growth rate for the State (1.3%) and the nation (0.4%).

Per Capita Personal Income. Per capita personal income (in 2023 constant dollars) in the Orlando MSA increased an average of 1.5% per year between 2010 and 2019 and was essentially unchanged in 2022 (the latest data available). In 2023, the cost of living in the Orlando MSA was similar to that of the national average according to the Council for Community and Economic Research (C2ER) Cost of Living Index. UCF projects per capita personal income (in 2012 dollars) in the Orlando MSA to increase an average of 1.4% per year between 2023 and 2027, slower than the State (1.8%).

Per Capita Gross Domestic Product (GDP). Real (inflation-adjusted) per capita GDP for the Orlando MSA increased an average of 1.3% per year between 2010 and 2019, similar to that of the State (1.3%) and slightly less than the nation (1.6%). Orlando MSA per capita GDP has historically been higher than that of the State and lower than that of the nation.

Table 8

HISTORICAL SOCIOECONOMIC TRENDS

Orlando MSA, State of Florida, and United States

	Population (thousands)			Nonagricultural employment (thousands)			Per capita personal income (2023 dollars)			Per capita gross domestic product (2023 dollars)		
	Orlando MSA	State of Florida	United States	Orlando MSA	State of Florida	United States	Orlando MSA	State of Florida	United States	Orlando MSA	State of Florida	United States
2000	1,645	15,983	282,162	905	7,054	132,011	$48,892	$51,999	$54,059	n.a	$54,040	$64,285
2010	2,134	18,801	309,322	993	7,176	130,345	46,951	54,187	56,673	61,449	55,841	67,984
2015	2,389	20,209	320,635	1,160	8,116	141,824	49,988	57,780	61,785	63,834	58,611	73,353
2016	2,456	20,613	322,941	1,212	8,393	144,335	50,182	58,044	62,171	64,613	59,621	73,926
2017	2,518	20,964	324,986	1,253	8,578	146,607	51,588	60,213	63,402	66,507	60,443	75,016
2018	2,575	21,244	326,688	1,298	8,790	148,908	52,361	61,896	64,687	66,980	61,556	76,726
2019	2,608	21,478	328,240	1,335	8,974	150,904	53,787	63,930	66,203	68,834	62,955	78,144
2020	2,680	21,591	331,527	1,219	8,535	142,186	56,164	66,584	69,639	65,492	62,168	75,722
2021	2,699	21,831	332,049	1,289	8,929	146,285	59,804	70,922	72,447	71,732	66,570	79,901
2022	2,763	22,246	333,271	1,404	9,438	152,520	56,180	67,472	68,168	73,250	67,353	80,426
2023	2,818	22,611	334,915	1,462	9,755	156,051	n.a.	68,248	68,531	n.a.	69,856	81,695
	Percent increase (decrease)											
2019-2020	2.8%	0.5%	1.0%	(8.7%)	(4.9%)	(5.8%)	4.4%	4.2%	5.2%	(4.9%)	(1.3%)	(3.1%)
2020-2021	0.7	1.1	0.2	5.8	4.6	2.9	6.5	6.5	4.0	9.5	7.1	5.5
2021-2022	2.4	1.9	0.4	8.9	5.7	4.3	(6.1)	(4.9)	(5.9)	2.1	1.2	0.7
2022-2023	2.0	1.6	0.5	4.1	3.4	2.3	n.a.	1.2	0.5	n.a.	3.7	1.6
	Average annual percent increase (decrease)											
2000-2010	2.6%	1.6%	0.9%	0.9%	0.2%	(0.1%)	(0.4%)	0.4%	0.5%	n.a.	0.3%	0.6%
2010-2019	2.3	1.5	0.7	3.3	2.5	1.6	1.5	1.9	1.7	1.3	1.3	1.6
2019-2023	2.0	1.3	0.5	2.3	2.1	0.8	n.a.	1.6	0.9	n.a.	2.6	1.1

MSA = Metropolitan Statistical Area, consisting of Lake, Orange, Osceola, and Seminole counties for all years, n.a. = not available.

Notes: Population numbers are estimated as of July 1 each year.
Calculated percentages may not match those shown because of rounding.
Per capita gross domestic product for Orlando MSA for 2000 is estimated.

Sources: Population: U.S. Department of Commerce, Bureau of the Census website, www.census.gov, accessed July 2024.
Employment: U.S. Department of Labor, Bureau of Labor Statistics website, www.bls.gov, accessed July 2024.
Income and GDP: U.S. Department of Commerce, Bureau of Economic Analysis website, www.bea.gov, accessed July 2024. Adjusted to constant 2023 dollars using the U.S. Department of Labor, Consumer Price Index for Urban Consumers (1982-84 = 100), www.bls.gov.

Nonagricultural Employment by Industry Sector. Figure 3 shows a comparative distribution of nonagricultural employment by industry sector for the Orlando MSA in 2010 (after the 2008-2009 recession) and in 2023, and for the State and the nation in 2023.

The Orlando MSA's business and financial services sector accounted for the largest share of nonagricultural employment in 2023 (27.5%) and accounted for one third of the increase in Orlando MSA employment (152,000 jobs) between 2010 and 2023.

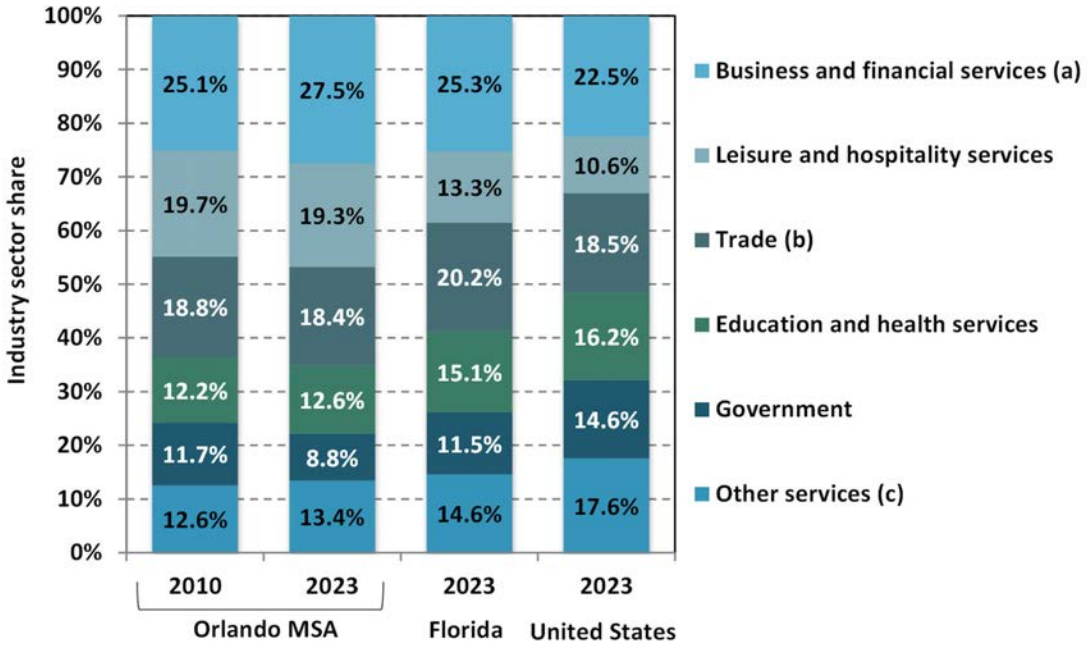
The leisure and hospitality sector, which includes hotels, restaurants, theme parks, and other attractions, is a mainstay of the local economy and accounted for 19.3% of the MSA's 2023 nonagricultural employment. The importance of leisure and hospitality to Orlando is evident by comparison to the shares of employees working in this sector in Florida (13.3%) and nationwide (10.6%) in 2023. Employment in the Orlando MSA's leisure and hospitality sector increased by 86,600 jobs between 2010 and 2023.

The trade, transportation, and utilities sector accounted for 269,200 of Orlando MSA jobs (18.4%) in 2023. The share is less than for the State (20.2%) but similar to that of the nation (18.5%). Between 2010 and 2023, the number of jobs in the Orlando MSA in the trade, transportation, and utilities sector increased by 82,800, mostly in retail trade, trucking, courier services, logistics, and warehousing. In 2023, retail trade accounted for 153,800 jobs; transportation, warehousing, and utilities for 62,500 jobs; and wholesale trade for 52,900 jobs.

The number of Orlando MSA jobs in the education and health services sector increased by 63,900 between 2010 and 2023. The increase is largely attributable to the region's population growth. In 2023, health care services and hospitals accounted for 119,300 jobs and educational and social services for 65,500 jobs. According to the Orlando Economic Partnership, there are over 35 colleges, universities, technical schools, and private institutions in the Orlando region. Major universities and colleges in the area include the University of Central Florida, Rollins College, Stetson University, Lake-Sumter State College, Seminole State College of Florida, and Valencia College.

In 2023, the government sector accounted for a smaller share of employment in the Orlando MSA (8.8%) than for the State (11.5%) and the nation (14.6%). Between 2010 and 2023, the Orlando MSA employment in the government sector increased by 12,500 jobs.

Figure 3
COMPARATIVE DISTRIBUTION OF NONAGRICULTURAL EMPLOYMENT

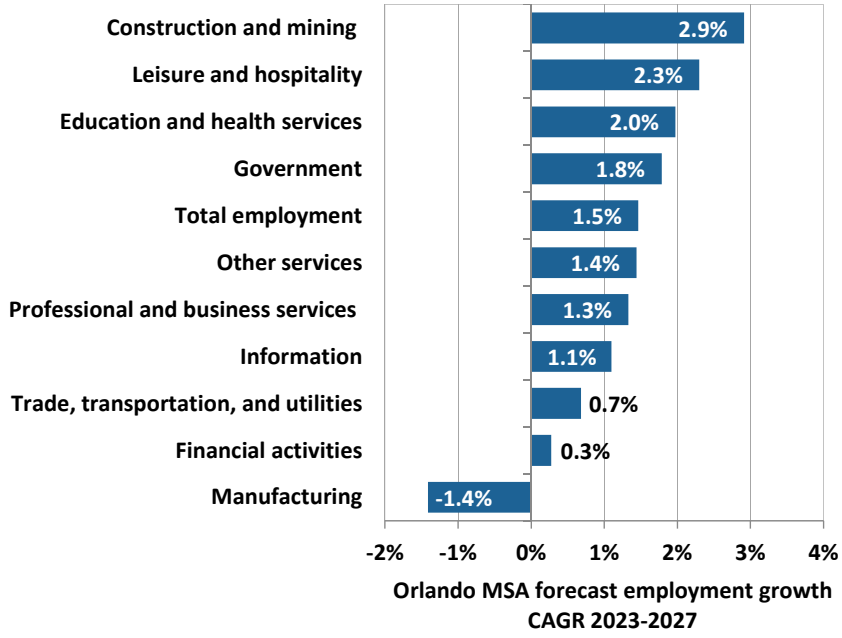


(a) Includes professional and business services, financial activity, and information.
(b) Includes transportation and public utilities.
(c) Includes manufacturing, mining and construction, and other services.

Source: U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, accessed July 2024.

As shown on Figure 4, UCF forecasts the strongest employment growth in the Orlando MSA's construction and mining sector—an average increase of 2.9% per year between 2023 and 2027. The leisure and hospitality sector is forecast to be the second fastest growing sector (2.3% per year), followed by the education and health services sector (2.0% per year).

Figure 4
FORECASTS OF ORLANDO MSA EMPLOYMENT BY SECTOR



CAGR = Compound annual growth rate

Source: University of Central Florida, Institute for Economic Forecasting, *Florida and Metro Forecast*, 2024-2027, Spring 2024.

Unemployment Rates. In addition to the employment trends cited above, the unemployment rate is also indicative of the general economic climate. Table 9 shows comparative annual unemployment rates for the Orlando MSA, the State, and the nation from 2000 through 2024 (January through May). The unemployment rates for the Orlando MSA and the State have generally followed the trend for the nation, including increases related to national economic recession in 2008-2009 and the Covid-19 pandemic in 2020. In 2024, the Orlando MSA unemployment rate averaged 3.3% based on data for January through August.

Table 9
COMPARATIVE UNEMPLOYMENT RATES

	Orlando MSA	State of Florida	United States
2000	3.2%	3.8%	4.0%
2001	4.2	4.4	4.7
2002	5.1	4.9	5.8
2003	4.6	4.5	6.0
2004	3.7	3.8	5.5
2005	2.8	2.9	5.1
2006	2.4	2.5	4.6
2007	3.2	3.3	4.6
2008	5.5	5.7	5.8
2009	9.7	9.6	9.3
2010	10.7	10.8	9.6
2011	10.0	10.0	8.9
2012	8.7	8.6	8.1
2013	7.3	7.5	7.4
2014	6.2	6.4	6.2
2015	5.2	5.5	5.3
2016	4.5	4.9	4.9
2017	3.9	4.3	4.4
2018	3.4	3.6	3.9
2019	3.1	3.3	3.7
2020	10.7	8.1	8.1
2021	5.1	4.7	5.3
2022	3.0	3.0	3.6
2023	2.9	2.9	3.6
2024 *(a)*	3.3	3.3	4.1

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

(a) Represents an average of data for January through August 2024.

Source: U.S. Department of Labor, Bureau of Labor Statistics, www.bls.gov, accessed October 2024.

Orlando Area Top 20 Employers. Table 10 shows the 20 largest private employers in the region, ranked by regional employment. The Orlando area's major employers include an increasingly diverse list of companies in leisure and hospitality, healthcare, aerospace and defense, transportation, and advanced manufacturing. The Walt Disney World Parks and Resorts is, by a wide margin, the largest private employer in the Orlando MSA, with approximately 75,000 employees at its four theme parks (Magic Kingdom, EPCOT, Animal Kingdom, and Hollywood Studios), hotels, water parks, and golf courses. The hospitality and leisure industry is well-represented among the Orlando area's other top employers. Of the top 20 employers, ten are headquartered in the Orlando MSA and seven are listed on *Fortune* magazine's list of the top 500 U.S. corporations as ranked by 2023 revenues.

Table 10
ORLANDO AREA TOP 20 PRIVATE EMPLOYERS

Employer	Product or service	Employees
Walt Disney World Resort *(a)*	Leisure and Hospitality	75,000
AdventHealth *(b)*	Healthcare	37,672
Universal Orlando Resort *(b)*	Leisure and Hospitality	26,800
Orlando Health *(b)*	Healthcare	24,978
Lockheed Martin *(a,c)*	Aerospace/Defense	14,000
SeaWorld Parks and Entertainment *(b)*	Leisure and Hospitality	5,192
Darden Restaurants *(a,b)*	Restaurant	5,127
HCA Healthcare *(a)*	Healthcare	4,831
Westgate Resorts *(b)*	Leisure and Hospitality	4,760
Marriott Vacations Worldwide *(b)*	Leisure and Hospitality	4,700
Hilton Grand Vacations *(b)*	Leisure and Hospitality	4,269
Rosen Hotels and Resorts *(b)*	Leisure and Hospitality	4,028
Siemens Energy *(c)*	Advanced Manufacturing	3,500
Disney Destinations	Leisure and Hospitality	3,419
Southwest Airlines *(a)*	Transportation	2,938
JetBlue Airways *(a)*	Transportation	2,661
Truist *(a)*	Finance and Insurance	2,610
Nemours	Healthcare	2,300
Travel + Leisure Co. *(b)*	Leisure and Hospitality	2,200
Mitsubishi Power Americas *(c)*	Cleantech	2,000

Note: Data exclude government and retail operations.

(a) Fortune 500 company in 2024 based on Fortune Magazine's ranking, www.fortune.com.
(b) Corporate headquarters are located in the Orlando MSA.
(c) Regional or division offices are located in the Orlando MSA.

Source: *Direct Company Contact Pitchbook*, Orlando Business Journal, Orlando Sentinel, updated July 2024, as reported by the Orlando Economic Partnership, www.orlandoedc.com.

Corporate Headquarters and Regional Offices. The Orlando MSA is home to several corporate headquarters and regional offices of companies, including financial services, customer support and back office, healthcare, leisure and hospitality, professional services and specialty firms. Industry leaders such as American Automobile Association (AAA), Darden Restaurants, Deloitte Consulting, Electronic Arts, InnovaCare Health, KPMG, Lockheed Martin, Massey Services, Mears Transportation Group, Travel + Leisure, Tupperware Brands Corporation, Verizon Communications and the Walt Disney Company are either headquartered or have a significant presence in the Orlando MSA. The Orlando MSA is home to the U.S. operations arms of international companies such as Germany's Siemens Energy, Japan's Mitsubishi Power Systems, and Australia's Adacel.

Industry Clusters

The Orlando MSA's key industry clusters, in addition to leisure and hospitality, include: business and financial services; life sciences and healthcare; innovative technologies; aviation, aerospace, and defense; advanced manufacturing; and logistics and distribution, according to the Orlando Economic Partnership. 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 and Financial Services. The Orlando MSA's business services sector includes jobs in such fields as accounting, architecture, design, engineering, computer science, consulting services, scientific research, information technology, biosciences, and health technology that support key goods-producing and service-providing industries. Key employers are Concentrix, Alight, Deloitte, Oracle, and ADP. Verizon's 'Center of Excellence', located in Lake Mary, houses over 1,150 employees working in accounting, finance, and back-office operations. It also includes financial services institutions consisting of retail banks and wealth management and investment advisory services. Such employers include Chase, Charles Schwab, Bank of America, Wells Fargo, and Truist.

Life Sciences and Healthcare. The Orlando MSA's life sciences and healthcare industry cluster offers jobs in the following fields: biotech/bio informatics; clinical trials; diagnostic testing; healthcare; medical devices; medical simulation; specialty pharma and pharmaceuticals; sports innovation; and performance. Leading life sciences and healthcare companies in the Orlando MSA include AdventHealth, Orlando Health, HCA Healthcare, Consulate Health Care, Nemours Children's Hospital.

Lake Nona is an 11,000-acre planned community southeast of, and immediately adjacent to, the Airport. "Medical City" at Lake Nona, a 650-acre campus of medical and bioscience facilities, is the centerpiece of the Lake Nona community. It is home to the UCF College of Medicine, the UCF Lake Nona Cancer Center (formerly Sanford-Burnham Medical Research Institute), the UCF Burnett School of Biomedical Sciences, Nemours Children's Hospital, GuideWell Innovation Center, the University of Florida Research and Academic Center, the Lake Nona Gateway, the Veterans Affairs Medical Center, the Veterans SimLEARN Center, and the headquarters for Johnson & Johnson's employee training center.

Lake Nona is also home to the United States Tennis Association's 64-acre campus (with more than 100 tennis courts, player dormitories, and a USTA office building), KPMG's 55-acre national training facility, Amazon's 130-acre robotic distribution center, and BEEP Mobility Solutions (a Lake Nona based company operating the largest and longest running single-site autonomous shuttle fleet in the U.S.). The Lake Nona Wave Hotel, a technologically advanced facility supported by a gigabit fiber network, opened in 2021.

Innovative Technologies. The Orlando 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 innovative technology industry cluster offers jobs in fields such as fintech, modeling, simulation and training, optics and photonics, smart sensors, cleantech and energy solutions, advanced materials, and emerging technology. Leading innovative technology companies in the Orlando MSA include Deloitte Consulting, Oracle Corporation, FIS, Electronic Arts, Veritas, Fiserv, and Stax by Fattmerchant. Deloitte's U.S. Technical Delivery Center, located in Lake Mary, provides IT and software services for the company's locations throughout the U.S.

Aviation, Aerospace, and Defense. The Orlando MSA's aviation, aerospace and defense industry cluster offers jobs in fields such as defense, modeling, simulation and training, aircraft 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 Aerojet Rocketdyne, Blue Origin, Cubic, Kaman, Lockheed Martin, Northrop Grumman, L3 Harris Technologies, SpaceX, and Thales. Team Orlando is an alliance of leading U.S. military organizations working in modeling, simulation and training in Orlando. Patrick Space Force Base was chosen as the headquarters of the U.S. Space Force Training and Readiness Command (STARCOM). There are five pilot training schools and five universities offering aerospace and defense programs in the Orlando MSA. The Central Florida Research Park is the 6th largest research park in the U.S. and offers office space for companies that want to work closely with UCF. SpaceX operates two launch facilities on the Space Coast: one at Cape Canaveral and one at the Kennedy Space Center.

Advanced Manufacturing. The Orlando MSA's advanced manufacturing industry cluster offers jobs in aerospace defense systems, clean energy and power technology, communications equipment, the marine industry, tool systems and technology, and semiconductors. Leading advanced manufacturing companies in the Orlando MSA include Amcor, AMD, Faro Technologies, Mitsubishi Power Systems, Nautique, Regal Boats, Siemens, and Voxx International Corporation.

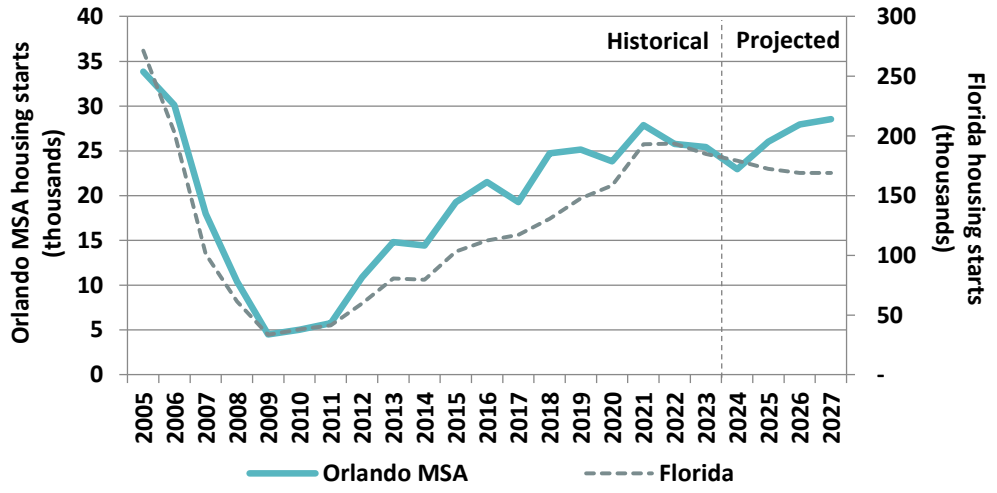
NeoCity is a master-planned 500-acre technology campus located approximately 15 driving miles south of the Airport in Osceola County. It is designed to be a center for advanced microchip packaging, optics, semiconductor manufacturing, and nanotechnology research and development. BRIDG (Bridging the Innovation Development Gap) and the Center for Neovation, anchors of NeoCity, have been joined by partners IMEC, SkyWater Technology, NeoCity Academy, and Plug and Play. In November 2023, the U.S. Department of Defense awarded Osceola County and partners a 5-year contract with a potential of award of up to $289 million to produce microchips for the U.S. military.

Logistics and Distribution. The Orlando MSA's location within the state and access to ports, railways, and roadways, makes it a central destination for distribution. Over 1,500 companies have located logistics and distribution centers in Orlando including Amazon, Publix, Walgreens, and CVS.

Housing Market

Trends in the housing market of a region generally follow economic cycles and are an indicator of overall economic activity that will, in turn, help to support air travel demand. Housing starts are one indicator of housing market trends and represent the number of new residential construction projects begun during a particular period. In its Spring 2024 report, UCF projected a continued gradual growth in the Orlando MSA housing market (an average increase of 2.9% per year between 2023 and 2027), while Florida housing starts, as a whole, are expected to decrease, as shown on Figure 5.

Figure 5
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 Forecasting, *Florida and Metro Forecast*, 2024-2027, Spring 2024.

Visitor Industry

The visitor industry is an important driver of the Orlando MSA economy and passenger traffic at the Airport. Between 2010 and 2019, the total number of visitors to the Orlando MSA increased an average of 4.4% per year, from 51.5 million to 75.8 million. In 2023, the number of visitors to the Orlando MSA was 74.0 million, approximately 98% that of 2019 levels.

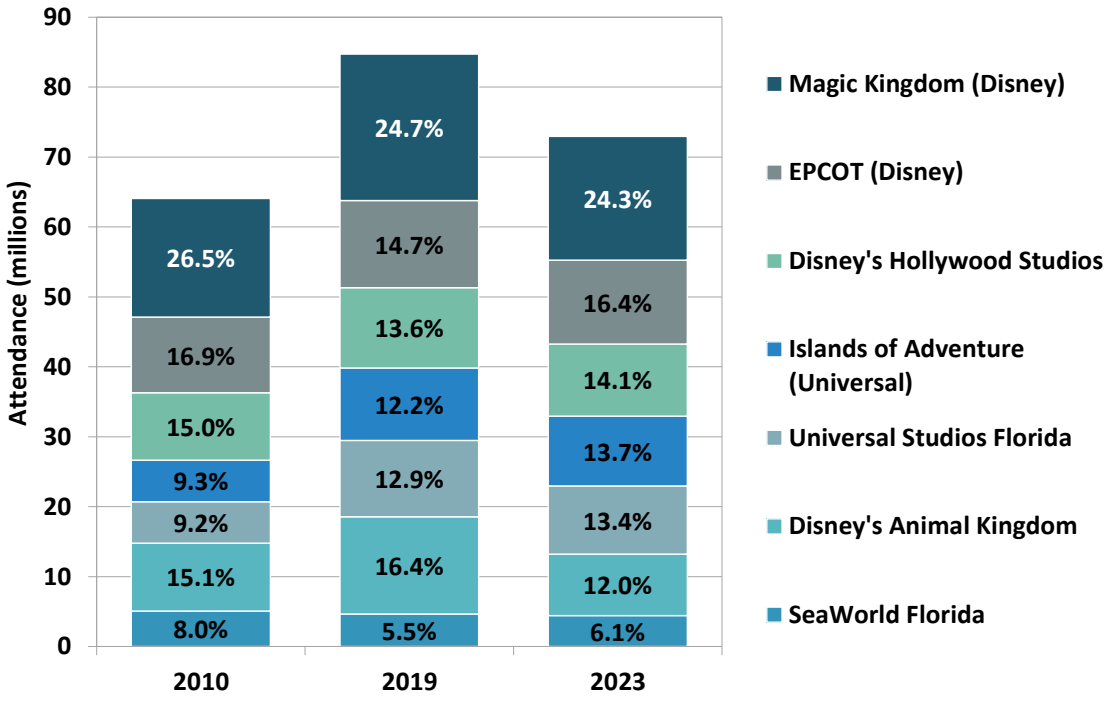
The Orlando MSA is a destination for both leisure and business travelers originating from the U.S. and abroad. The following sections present a discussion of the visitor industry—leisure and business visitors, cruise ship visitors, and hotel infrastructure in the Orlando MSA.

Leisure Visitors. In 2023, approximately 60.1 million leisure travelers (via all modes of transport) visited the Orlando MSA, accounting for 88.5% of domestic visitors; business travelers accounted for the remaining 11.5%. Between 2010 and 2019, the number of leisure visitors to the Orlando MSA increased an average of 4.7% per year, from 38.3 million in 2010 to 58.1 million in 2019. In 2023, the number of Orlando leisure visitors surpassed 2019 levels by 3.4%.

The growth in the number of leisure visitors reflects the concentration and continued expansion of and investment in entertainment-based theme parks in the Orlando MSA that attract both domestic and international travelers. As shown on Figure 6, Orlando's seven theme parks accommodated 73.0 million attendees in 2023 and were among the 10 busiest in the United States in terms of total

attendance, according to 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 36.9 million in 2023.

Figure 6
ATTENDANCE AT ORLANDO MSA THEME PARKS
Ranked by 2023 attendees



Source: AECOM/Themed Entertainment Association, *Global Attractions Attendance Report*, 2010, 2023 and 2024.

For the seven Orlando MSA theme parks combined, as well as for the global attractions industry as a whole, 2019 was a peak year for attendance. Between 2010 and 2019, total attendance at the seven Orlando MSA theme parks increased an average of 3.2% per year, equating to an additional 20.7 million guests. In 2023, total attendance at the seven Orlando MSA theme parks increased 0.8% over 2022 and was 86.1% that of 2019. Analysts attribute slow growth to a decline in pent-up demand, slower than expected return of international visitors, and the timing and levels of investment in new attractions. Historically, there has been a general correlation between the opening of attractions at Orlando area theme parks and an increase in enplaned passengers at MCO.

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

In June 2024, the Central Florida Tourism Oversight District provided initial approval for Disney to build $17 billion worth of parks across 17,000 acres of land owned by the company over a 15-year period.** In August 2024, Walt Disney World, Inc. announced a timeline for expansions at the Magic Kingdom, Animal Kingdom, Hollywood Studios, and Epcot.***

- Magic Kingdom: The largest-ever addition at the park will include two new "Cars" themed attractions in Frontierland and a new Disney Villains Land which will offer two attractions, themed dining, and shopping. Construction is expected to continue into 2025.

- Animal Kingdom: Construction will begin in fall 2024 on an 11-acre development named "Tropical Americas" which will feature an "Indiana Jones" adventure set, an "Encanto" attraction, and a carousel. It is expected to open in 2027.

- Hollywood Studios: Construction will begin in 2025 on a new land inspired by "Monsters, Inc." featuring the park's first-ever suspended coaster. A new "Star Wars" attraction is planned to debut in 2025.

- Epcot: A multi-year transformation of Epcot was completed in 2024. The park is divided into four neighborhoods with attractions, experiences, entertainment, and dining aligned with its theme. New attractions included "Journey of Water" and Epcot's first roller coaster "Guardians of the Galaxy: Cosmic Rewind". An updated "Test Track" attraction is expected to open in 2025.

On August 1, 2019, Universal Orlando announced plans to open a new theme park called Universal Epic Universe, which is expected to nearly double the entertainment company's acreage in Central Florida and be Universal's fourth Florida theme park. In October 2024, it was announced that Universal Epic Universe is expected to open on May 22, 2025. The park will feature Celestial Park and the following attractions: "The Wizarding World of Harry Potter - Ministry of Magic", "Super Nintendo World", "How to Train Your Dragon – Isle of Berk", and "Dark Universe". Also opening in 2025, are three new Universal hotels located at the site of or adjacent to Epic Universe. The Stella Nova and Tera Luna Resorts are expected to open in January 2025 and February 2025, respectively, and the Helios Grand Hotel is expected to open in 2025.

Other theme parks have opened and/or plan to open new attractions or hotels. LEGOLAND Florida Resort opened the LEGO Ferrari Build and Race experience in March 2024, Sea Life Florida Aquarium is expected to open in early 2025, and Sea World Orlando plans to open a 15-story, 30-acre, 500-room hotel adjacent to the park and a 250-room hotel near Discovery Cove.

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 three professional sports teams—the Orlando Magic in the National Basketball Association (NBA), Orlando City Soccer Club in Major League Soccer (MLS), and the Orlando Pride National Women's Soccer League team—as well as the University of Central Florida's sports teams, spring training for the Atlanta Braves in Major League Baseball (MLB), and many minor league and semi-professional teams for several sports.

** "Disney's kingdom is expanding", ConstructionDive.com, August 13, 2024.

*** "Disney reveals timeline for massive Walt Disney World expansion", Orlando Business Journal, August 12, 2024.

In January 2024, the Orange County Board of County Commissioners voted to approve approximately $626 million in funding to renovate both the Kia Center and Camping World Stadium.

- The Kia Center (formerly the Amway Center) is home to the Orlando Magic, ECHL's Orlando Solar Bears (NHL minor hockey league), and the Orlando Predators (professional indoor football). The building has hosted NBA All-Star Games, HBO Main Event Boxing, rounds of the NCAA Division I Men's Basketball Championship Tournament, concerts, and other events. Funding of $226 million was approved to update and improve the facility.

- The Camping World Stadium (formerly the Orlando Citrus Bowl), has hosted college football—including the Citrus and Camping World Bowl games, World Cup and Olympic soccer, NFL Pro Bowl games, WrestleMania, Monster Jam, and concerts. Funding of $400 million was approved to rebuild the upper deck terrace with 18,000 additional seats and a 100,000 square foot field house.

In April 2024, the Orlando City Council approved the development of a new sports and entertainment district across from the Kia Center. The initial phase of the project will cover 8.5 acres and include a 9,000 square foot complex with a hotel, residential units, entertainment venue, office space, parking, and green space. The anticipated opening date is late 2026 or early 2027. The City granted $40 million in property tax refunds and $2.5 million for an event space.*

Within a 45-minute drive east of Orlando lies Florida's Space Coast. Home to the Kennedy Space Center and Cape Canaveral Space Force Station, the Space Coast is a popular tourist destination to watch rocket launches in person. The Space Coast is also home to world-class beaches and one of the world's busiest cruise ship ports.

Business Visitors. Between 2010 and 2019, the number of business visitors to the Orlando MSA increased an average of 1.8% per year, from 9.5 million in 2010 to 11.2 million in 2019. In 2023, the number of Orlando business visitors (7.8 million) accounted for approximately 70% of 2019 levels. Strong increases in the MSA's population and employment, the strength of Orlando's tourism industry, and the continued development of the defense, high-tech, and digital media industry sectors have contributed to the recovery and growth of business travel. According to the Orlando Economic Partnership, 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 7.0 million square feet of event space (2.1 million of which is exhibit space). (Chicago's McCormick Place is the largest U.S. convention facility, with 2.6 million square feet of exhibit space.) The OCCC hosted 1.6 million attendees at 187 events in calendar year 2023.

* "Orlando City Council approves new Sports and Entertainment District development", WESH.com, April 22, 2024.

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 MCO. Port Canaveral is currently served by Carnival Cruise Line, Celebrity Cruises, Disney Cruise Line, MSC Cruises, Norwegian Cruise Line, Princess, and Royal Caribbean. Victory Casino Cruises also serves Port Canaveral with twice daily 6-hour gaming cruises. In a 2023 reader survey conducted by Cruise Hive (a cruise ship blog), Port Canaveral was voted the best U.S. cruise homeport.

Table 11 shows historical trends in selected Florida cruise ship ports. In the 12 months ended September 30, 2023 (FY 2023), Port Canaveral handled 6.8 million multi-day cruise passengers and was the second busiest passenger cruise port in the world after Port of Miami, with 7.3 million multi-day cruise passengers. In North America, Port Everglades ranked third with 2.9 million cruise passengers, followed by the Port of Seattle (1.8 million), the Port of Galveston (1.5 million), the Port of New York and New Jersey (an estimated 1.3 million, including the cruise ports in Brooklyn, Manhattan, and Cape Liberty) and the Port of New Orleans (1.2 million).*

The 12 months ended September 30, 2019 was a peak year at the Florida cruise ports. Between 2010 and 2019, the number of multi-day cruise ship passengers at Port Canaveral increased an average of 6.1% per year, equating to an additional 1.9 million passengers. Within five years, the number of cruise ship passengers embarking at Port Canaveral increased 46.3%, exceeding the 19% growth experienced by the U.S. cruise market, according to Cruise Lines International Association's 2023 Global Passenger Report. The increase in cruising can be attributed to the launch of newer, larger vessels and demand by newcomers and younger travelers. The proximity of Port Canaveral to the theme parks in the Orlando MSA allows leisure travelers to plan dual purpose vacations, pairing cruises with park visits.

Hotel Infrastructure. As shown in Table 12, an estimated 130,446 hotel rooms were available in the Orlando MSA with an average occupancy rate of 72.7%, in 2023. In addition to its hotel rooms, Central Florida has the largest collection of vacation home rentals in the world. As of August 2023, there were over 30,000 active listings for vacation home rentals in Kissimmee (located 30 minutes south of Orlando in Osceola County), with an occupancy rate of 80%.**

*Port of Seattle press release article "Port of Seattle Completed Record-Setting 2023 Cruise Season", November 9, 2023, www.portseattle.org; Port of Galveston, 2023 Annual Comprehensive Financial Report, www.portofgalveston.com; Port of New Orleans press release article "Port of New Orleans Cruise Passenger Numbers Back to Pre-Pandemic Levels", February 5, 2024, www.portnola.com; NYCEDC press release article "NYCEDC Announces New Agreements with Carnival, Norwegian, MSC Cruises to Sail from Manhattan and Brooklyn Cruise Terminals", September 28, 2023.

** The Listing, "Orlando Short-Term Vacation Rentals Investment Insight", August 11, 2023

Table 11
TRENDS AT NORTH AMERICA'S BUSIEST CRUISE PORTS
For the 12 months ended September 30

Year	Multi-day cruise ship passengers		
	Port Miami	Port Everglades	Port Canaveral
2010	4,100,000	3,314,208	2,722,751
2015	4,915,576	3,622,229	3,860,225
2016	4,980,490	3,680,549	3,951,127
2017	5,340,000	3,738,252	4,240,942
2018	5,592,000	3,741,408	4,568,431
2019	6,824,000	3,773,062	4,634,154
2020	3,478,000	2,482,447	2,261,431
2021	252,000	67,892	233,216
2022	4,022,000	1,621,216	4,071,893
2023	7,299,000	2,892,533	6,780,927
	Percent increase (decrease)		
2015-2016	1.3%	1.6%	2.4%
2016-2017	7.2	1.6	7.3
2017-2018	4.7	0.1	7.7
2018-2019	22.0	0.8	1.4
2019-2020	(49.0)	(34.2)	(51.2)
2020-2021	(92.8)	(97.3)	(89.7)
2021-2022	1496.0	2287.9	1646.0
2022-2023	81.5	78.4	66.5
	Compound annual percent increase		
2010-2019	5.8%	1.5%	6.1%
2019-2023	1.7	(6.4)	10.0

Sources: Miami Dade County, Port of Miami, annual reports, www.miamidade.gov/portmiami.
Port Canaveral, annual reports, www.portcanaveral.com.
Port Everglades, Port Everglades Waterborne Commerce Chart, www.porteverglades.net.

Table 12
HISTORICAL HOTEL ROOMS AND OCCUPANCY
Orlando MSA

Year	Number of rooms	Room nights (millions) Available	Room nights (millions) Occupied	Occupancy rate	Average daily rate
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
2015	117,371	43.1	31.1	72.2	141.78
2016	119,904	43.6	33.5	76.7	148.10
2017	121,005	43.8	34.8	79.4	152.48
2018	127,224	44.5	34.9	78.4	160.97
2019	125,167	45.3	35.2	77.7	163.96
2020	112,000	36.6	15.2	41.2	129.69
2021	129,292	44.5	25.5	57.4	146.01
2022	129,454	47.4	34.8	73.4	185.98
2023	130,446	47.4	34.4	72.7	192.98
	Percent increase (decrease)				
2015-2016	2.2%	1.2%	7.7%	6.3%	4.5%
2016-2017	0.9	0.5	3.9	3.5	3.0
2017-2018	5.1	1.6	0.3	(1.2)	5.6
2018-2019	(1.6)	1.8	0.9	(0.9)	1.9
2019-2020	(10.5)	(19.2)	(56.8)	(47.0)	(20.0)
2020-2021	15.4	21.6	67.8	39.3	12.6
2021-2022	0.1	6.5	36.5	27.9	27.4
2022-2023	0.8	--	(1.1)	(1.0)	3.8
	Compound annual percent increase (decrease)				
2000-2010	2.1%	2.4%	1.4%	24.7%	1.6%
2010-2019	0.9	0.6	3.1	2.5	6.8
2019-2023	1.0	1.1	(0.6)	(1.7)	4.2

Note: For Fiscal Years ended September 30.
Hotel room count excludes more than 30,000 vacation home rentals.

Source: Visit Orlando, www.visistorlando.com, as of August 2024.

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 global, national, State, and regional economic outlooks as well as an analysis of historical socioeconomic trends and airline traffic trends.

U.S. Economy. Real GDP for the United States increased 2.3% in 2019, decreased 2.8% in 2020 during the COVID-19 pandemic, increased 5.9% in 2021 as the economy recovered, increased 2.1% in 2022, and 2.4% in 2023. The Congressional Budget Office forecasts real GDP growth of 1.8% in 2024, 2.0% in 2025, and an average of 2.1% per year thereafter through 2029.

Continued U.S. economic growth will depend on, among other factors, stable financial and credit markets, a stable value of the U.S. dollar versus other currencies, stable energy and other commodity prices, the ability of the federal government to reduce historically high fiscal deficits, inflation returning to and remaining within the range targeted by the Federal Reserve, and growth in the economies of foreign trading partners, and stable trading relationships.

Florida Economy. In its Spring 2024 forecast*, UCF predicted that between 2023 and 2027, Florida's economy, as measured by Real Gross State Product, will expand at an average annual rate of 2.4% and employment growth will average 1.3% per year. The industry sectors expected to have the strongest average annual job growth between 2023 and 2027 are construction (2.6%), education and health services (2.2%), leisure and hospitality (2.0%), federal government (1.8%) and state and local government (1.4%). Unemployment rates will increase from 2.9% in 2023 to 3.9% in 2027. Florida's housing starts are forecast to decrease between 2023 and 2027.

Orlando MSA Economy. UCF predicts that the Orlando MSA is expected to see above average growth in various economic indicators over between 2023 and 2027. The MSA's Gross Metro Product will be the fourth highest in the state, wages will grow 3.7% annually and per capita personal income will grow 1.4%. Employment is forecast to grow an average of 1.5% per year, led by the construction sector (averaging growth of 2.9% per year), the federal government sector (2.5% average annual growth) and the leisure and hospitality sector (2.3% average annual growth). The Orlando MSA' unemployment rate should average 3.5%.

* University of Central Florida, College of Business Administration, Institute for Economic Competitiveness, *Florida and Metro Forecast, 2024-2027*, Spring 2024.

HISTORICAL AIRLINE SERVICE AND TRAFFIC

Airlines Serving the Airport

As shown in Table 13, as of September 2024, a total of 36 passenger airlines served the Airport, including four U.S. network passenger airlines, one regional airline, two LCCs, six ULCCs, and 23 foreign-flag airlines.* In addition, seven airlines provided all-cargo service.

Table 13
AIRLINES SERVING ORLANDO INTERNATIONAL AIRPORT
September 2024

Network airlines	Foreign-flag airlines	
Alaska Airlines	Aer Lingus	Viva Aerobus
American Airlines	Aeromexico	Volaris
Delta Air Lines	Air Canada	Wesjet Airlines
United Airlines	Air Transat	
	Avianca	
Regional airlines	Azul	
Silver Airways	Bahamasair	
	Bermudair	
	British Airways	
Low-Cost Carriers (LCC)	Caribbean Airlines	
JetBlue Airways	COPA Airlines	
Southwest Airlines	Discover Airlines	
	Emirates	
Ultra Low-Cost Carriers (ULCC)	GOL	
Allegiant Air	Iberojet	
Avelo Airlines	Icelandair	
Breeze Airways	LATAM Airlines	
Frontier Airlines	Norse Atlantic Airways	
Spirit Airlines	Porter Airlines	
Sun Country Airlines	Virgin Atlantic Airways	

All-cargo airlines	
ABX Air	Mountain Air Cargo
Amerijet International	National Air Cargo Group
DHL Air	United Parcel Service
FedEx	

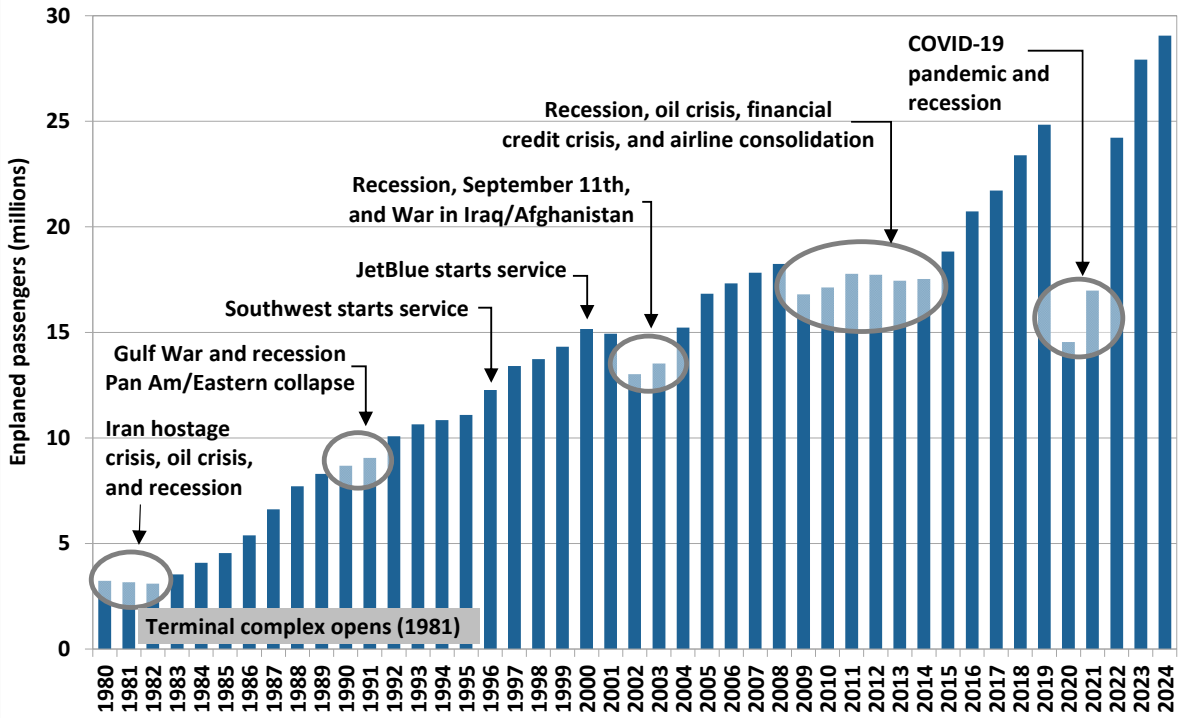
Source: Greater Orlando Aviation Authority records.

* In discussions of historical airline service and passenger traffic by airline in the report, unless otherwise noted, data for merged airlines are accounted for with the surviving airline (i.e., America West Airlines, Trans World Airlines, and US Airways with American; Northwest Airlines with Delta; Continental Airlines with United; Midwest Airlines with Frontier Airlines; AirTran Airways with Southwest, and Virgin America with Alaska). Also, data for affiliated regional airlines are accounted for with data for the mainline airline.

Enplaned Passenger Trends

Figure 7 presents trends in enplaned passengers at the Airport between FY 1980 (a year before the NTC opened) and FY 2024 and illustrates continued long-term growth notwithstanding economic cycles and external events. The number of enplaned passengers increased 5.1% per year, on average, between FY 1980 and FY 2024.

Figure 7
LONG-TERM TRENDS IN ENPLANED PASSENGERS
Orlando International Airport



Note: For Fiscal Years ended September 30.
Opening of Orlando theme parks: Universal Studios Florida (1990). Not shown on graph—Disney World (1971) and SeaWorld Orlando (1973)
Source: Greater Orlando Aviation Authority records.

Table 14 presents enplaned passengers by type of carrier between FY 2000 and FY 2024. The number of enplaned passengers increased 1.5% per year, on average, between FY 2000 and FY 2015, despite terrorist actions, two recessions, the U.S. financial crisis, and capacity reductions related to airline industry consolidation. Between FY 2015 and FY 2019, the number of enplaned passengers at the Airport increased 7.2% per year, on average, largely due to the buildup of service by Frontier and Spirit (ULCC passengers, combined, increased 38.8%, on average, per year) and new and expanded international service (international enplanements increased an average of 10.6% per year). Passenger traffic decreased 41.5% in FY 2020 due to COVID-related travel restrictions and the recession but had recovered to 97.5% of FY 2019 levels in FY 2022 and exceeded FY 2019 levels by 12.4% in FY 2023. The number of enplaned passengers at the Airport in FY 2024 totaled 29.1 million which was a 4.1% increase from FY 2023.

Table 14

HISTORICAL ENPLANED PASSENGERS

Orlando International Airport

(In thousands)

	Domestic				International			Total
Fiscal year	Network airlines *(a)*	Low-Cost Carriers *(b)*	Ultra Low- Cost carriers *(b)*	Domestic total	U.S. flag airlines	Foreign-flag airlines *(a)*	International total	enplaned passengers
2000	11,219	2,302	400	13,922	137	1,098	1,236	15,157
2010	7,053	7,752	730	15,535	231	1,365	1,596	17,131
2015	7,740	7,349	1,337	16,426	341	2,059	2,399	18,826
2016	7,947	7,787	2,244	17,978	438	2,321	2,759	20,737
2017	7,860	7,929	3,094	18,883	481	2,355	2,836	21,719
2018	8,201	8,047	3,976	20,224	574	2,584	3,158	23,382
2019	8,382	7,910	4,970	21,262	754	2,831	3,585	24,847
2020	4,835	4,622	3,514	12,971	305	1,262	1,567	14,538
2021	5,850	5,607	4,911	16,368	321	295	616	16,984
2022	8,458	6,873	6,505	21,836	800	1,585	2,385	24,221
2023	8,880	7,648	8,047	24,575	990	2,355	3,345	27,920
2024	9,263	8,451	7,573	25,288	1,064	2,705	3,768	29,056
	Percent increase (decrease)							
2018-2019	2.2%	(1.7%)	25.0%	5.1%	31.4%	9.5%	13.5%	6.3%
2019-2020	(42.3)	(41.6)	(29.3)	(39.0)	(59.6)	(55.4)	(56.3)	(41.5)
2020-2021	21.0	21.3	39.8	26.2	5.3	(76.7)	(60.7)	16.8
2021-2022	44.6	22.6	32.5	33.4	149.1	437.9	287.3	42.6
2022-2023	5.0	11.3	23.7	12.5	23.7	48.6	40.3	15.3
2023-2024	4.3	10.5	(5.9)	2.9	7.5	14.8	12.7	4.1
	Compound annual percent increase (decrease)							
2000-2010	(4.5%)	12.9%	6.2%	1.1%	5.3%	2.2%	2.6%	1.2%
2010-2015	1.9	(1.1)	12.9	1.1	8.1	8.6	8.5	1.9
2015-2019	2.0	1.9	38.8	6.7	22.0	8.3	10.6	7.2
2019-2024	2.0	1.3	8.8	3.5	7.1	(0.9)	1.0	3.2

Notes: For Fiscal Years ended September 30. Rows may not add to totals shown because of rounding.

(a) Includes passengers enplaned on regional and charter airlines.

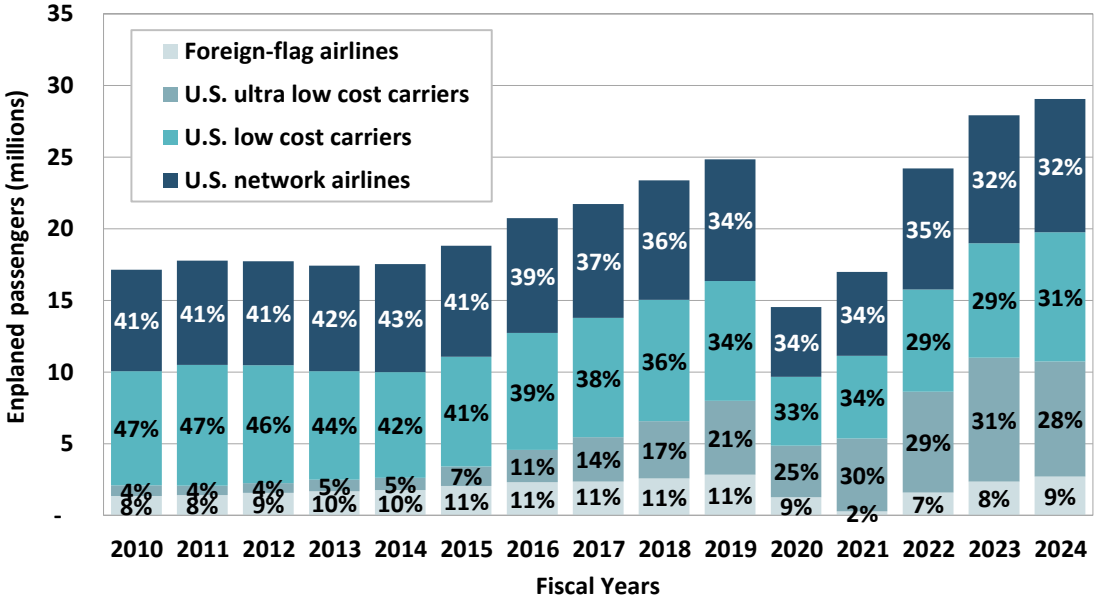
(b) Low-Cost Carriers include JetBlue, Southwest/AirTran, and Virgin America (before its merger with Alaska); Ultra Low-Cost carriers include Allegiant, Avelo, Breeze, Frontier, Spirit, and Sun Country.

Source: Greater Orlando Aviation Authority records.

The number of international enplaned passengers at the Airport increased an average of 5.8% per year between FY 2000 and FY 2019. The number of international passengers on foreign-flag airlines increased an average of 5.1% per year between FY 2000 and FY 2019, compared to an increase of 9.4% for the U.S. airlines. International passengers have been slower to return to pre-pandemic levels at the Airport as international travel restrictions were slow to relax. As of FY 2024, international enplaned passengers were 95.5% of FY 2019 levels. Passengers enplaned on U.S. airlines accounted for 28.2% of international enplanements in FY 2024, up from 11.1% in 2000 largely due to the start of international service by Southwest and Spirit. In June 2024, Southwest moved the majority of its international flights from Fort Lauderdale-Hollywood (FLL) to MCO making the Airport its primary gateway for international travel in the State. Southwest cited its higher number of flights out of MCO than FLL, which provide better connectivity to its domestic network. The move included routes to Cancun, Grand Cayman, Nassau, Providenciales (Turks and Caicos), Punta Cana, and San Jose, Costa Rica.

As shown in Figure 8, the share of passengers enplaned on the U.S. network airlines decreased from 41% in FY 2010 to 32% in FY 2024 even though passengers increased at an average rate of 2.0% per year. The number of passengers enplaned on LCCs increased at an average rate of 0.6% per year between FY 2010 and FY 2023 however the share of total enplanements decreased from 47% to 31%. New entrants and service expansions by existing carriers increased the ULCC share of enplaned passengers from 4% in FY 2010 to 28% in FY 2024. The number of passengers enplaned on these carriers increased 18.2% per year, on average, over the period.

Figure 8
HISTORICAL ENPLANED PASSENGERS
Orlando International Airport



Notes: For Fiscal Years ended September 30.
Low-Cost Carriers include JetBlue, Southwest, and Virgin America (before its merger with Alaska); Ultra Low-Cost Carriers include Allegiant, Avelo, Breeze, Frontier, Spirit, and Sun Country.

Source: Greater Orlando Aviation Authority records.

Enplaned Passenger Trends by Segment

As shown in Table 15, between FY 2000 and FY 2019, the number of visitors (non-residents) at the Airport increased an average of 1.8% per year yet decreased in share of originating passengers from 77.9% to 66.1%. The number of resident passengers increased an average of 5.0% per year over the same period and increased in share of originating passengers from 22.1% to 33.9%. Between FY 2019 and FY 2023, the number of visitors to the Orlando MSA and the number of area residents increased at similar rates (2.1% and 2.5%, respectively). In the first 9 months of FY 2024, visiting passengers increased 6.5% and area residents increased 6.7%. The strong growth in resident travel reflects strong economic and population growth in the Orlando MSA and the continued diversification of the local economy.

The number of passengers connecting between flights at the Airport has historically accounted for approximately 6% of total enplaned passengers. Between FY 2019 and FY 2023, the number of connecting passengers increased 13.6% per year, on average. This is attributable to Frontier, Southwest, and Spirit (and to a lesser extent, JetBlue) increasingly using the Airport as a connecting point between domestic airports.

International Enplaned Passengers by Region

As shown in Table 16, between FY 2010 and FY 2019, the number of revenue enplaned passengers on international flights increased an average of 9.4% per year. Between FY 2019 and FY 2023, international revenue passengers increased an average of 11.7% per year.

- Central America accounted for the largest share of international revenue passengers in FY 2023 (24.9%). The number of passengers to Central America from the Airport in FY 2023 was approximately 12% higher than in FY 2019, equating to an increase 2.8% per year, on average between FY 2019 and FY 2023. The growth was entirely due to passenger traffic to Mexico due, in part, to the start of nonstop service by Spirit and Frontier in December 2020 and February 2021, respectively.
- Europe accounted for the second largest share of international revenue passengers in FY 2023 (23.0%). The number of passengers traveling to Europe from the Airport in FY 2023 was approximately 69% that of FY 2019, equating to a decrease of 9.0% per year, on average, between the two fiscal years. Contributing to the decline is the loss of service by Norwegian Air and Thomas Cook Airlines and the reduction of Delta and Icelandair service from year-round seasonal.
- Canada accounted for 21.5% of international revenue passengers in FY 2023. The number of passengers traveling to Canada from the Airport in FY 2023 was approximately 6% higher than in FY 2019, equating to an increase of 1.5% per year, on average between FY 2019 and FY 2023.
- The Caribbean accounted for 15.5% of international revenue passengers in FY 2023 and had the strongest growth between FY 2019 and FY 2023, increasing an average of 6.8% per year. Frontier and Spirit added flights from MCO to Caribbean destinations in 2021 and Southwest added service to Aruba in 2022.
- South America accounted for 13.0% of international revenue passengers in FY 2023. The number of passengers traveling to South America in FY 2023 was approximately 75% that of FY 2019, equating to a decrease of 6.9%, per year, on average between the two fiscal years. Contributing to the decline is the loss of service by Delta, JetBlue, and LATAM Brasil.

Table 15

PASSENGER TRAFFIC TRENDS BY SEGMENT

Orlando International Airport

	Enplaned passengers (thousands)					Percent of total originating	
	Originating *(a)*						
Fiscal year	Orlando MSA residents	Visitors	Total	Connecting and other *(a)*	Total *(b)*	Orlando MSA residents	Visitors
2000	3,152	11,116	14,268	890	15,157	22.1%	77.9%
2010	4,211	11,960	16,171	960	17,131	26.0	74.0
2015	4,567	13,350	17,916	911	18,827	25.5	74.5
2016	5,436	14,367	19,802	935	20,737	27.4	72.6
2017	6,021	14,735	20,756	963	21,719	29.0	71.0
2018	6,522	15,806	22,327	1,055	23,382	29.2	70.8
2019	7,962	15,525	23,488	1,359	24,847	33.9	66.1
2020	4,646	9,137	13,783	755	14,538	33.7	66.3
2021	5,190	10,720	15,910	1,074	16,984	32.6	67.4
2022	7,628	15,040	22,668	1,553	24,221	33.7	66.4
2023	8,773	16,880	25,653	2,267	27,920	34.2	65.8
FYTD 2023	6,500	12,940	19,440	1,614	21,054	33.4%	66.6%
FYTD 2024	6,938	13,781	20,719	1,728	22,447	33.5	66.5
	Compound annual percent increase (decrease)						
2000-2010	2.9%	0.7%	1.3%	0.8%	1.2%		
2010-2019	7.3	2.9	4.2	3.9	4.2		
2000-2019	5.0	1.8	2.7	2.3	2.6		
2019-2023	2.5	2.1	2.2	13.6	3.0		
2023-2024 *(c)*	6.7	6.5	6.6	7.1	6.6		

Notes: For Fiscal Years ended September 30. FYTD=Fiscal year-to-date ended June 30. Rows may not add to totals shown because of rounding.

(a) Based on data from U.S. DOT, *Air Passenger Origin-Destination Survey*, reconciled to Schedule T100; U.S. DOT, Schedules T100 and 298C; and estimates prepared by LeighFisher.

(b) Greater Orlando Aviation Authority records.

(c) Represents the fiscal year-to-date percent increase (decrease).

Table 16

REVENUE ENPLANED PASSENGERS BY INTERNATIONAL REGION

Orlando International Airport

International region	FIS required			Precleared			Total		
	FY 2010	FY 2019	FY 2023	FY 2010	FY 2019	FY 2023	FY 2010	FY 2019	FY 2023
Central America									
Mexico	89,226	321,533	419,919	--	--	--	89,226	321,533	419,919
Other	145,392	402,102	388,256	--	--	--	145,392	402,102	388,256
Subtotal--Central America	234,618	723,635	808,175	--	--	--	234,618	723,635	808,175
Europe									
United Kingdom	529,584	770,347	537,163	--	--	--	530,526	770,347	537,163
Other	123,545	267,854	148,124	39,894	48,878	60,434	163,439	316,732	208,558
Subtotal--Europe	653,129	1,038,201	685,287	39,894	48,878	60,434	693,965	1,087,079	745,721
Canada	9,108	24,335	27,826	349,957	634,058	670,308	359,065	658,393	698,134
Caribbean	77,931	310,274	421,411	69,386	77,635	82,342	147,317	387,909	503,753
South America	114,402	562,969	423,112	--	--	--	114,402	562,969	423,112
Middle East	--	64,887	68,378	--	--	--	--	64,887	68,378
Asia/Africa	3,950	3,090	--	--	--	--	3,008	3,090	--
Total passengers	1,093,138	2,727,391	2,434,189	459,237	760,571	813,084	1,552,375	3,487,962	3,247,273

	FIS required		Precleared		Total	
	CAGR 2010-2019	CAGR 2019-2023	CAGR 2010-2019	CAGR 2019-2023	CAGR 2010-2019	CAGR 2019-2023
Central America	--%	--%	--%	--%	--%	--%
Mexico	15.3	(0.9)	--	--	15.3	6.9
Other	12.0	2.8	--	--	12.0	(0.9)
Subtotal--Central America	13.3	8.0	--	--	13.3	2.8
Europe						
United Kingdom	4.3	(8.6)	--	--	4.3	(8.6)
Other	9.0	(13.8)	2.3	5.4	7.6	(9.9)
Subtotal--Europe	5.3	(9.9)	2.3	5.4	5.1	(9.0)
Canada	11.5	3.4	6.8	1.4	7.0	1.5
Caribbean	16.6	(6.9)	1.3	1.5	11.4	6.8
South America	19.4	1.3	--	--	19.4	(6.9)
Middle East	--	-52.3	--	--	--	1.3
Asia/Africa	-2.7	(100.0)	--	--	-2.7	(100.0)
Total passengers	10.7	(2.8)	5.8	1.7	9.4	(1.8)

Notes: Preclearance locations include: Europe: Dublin and Shannon, Ireland; Canada: Calgary, Edmonton, Halifax, Montreal, Ottawa, Toronto, Vancouver, Victoria, and Winnipeg; Caribbean: Aruba, Bahamas-Nassau, and Bermuda; Middle East: Abu Dhabi, United Arab Emirates. Bahamas-Freeport was no longer precleared destination in FY 2023.

Source: U.S. DOT, Schedule T100, accessed August 2024.

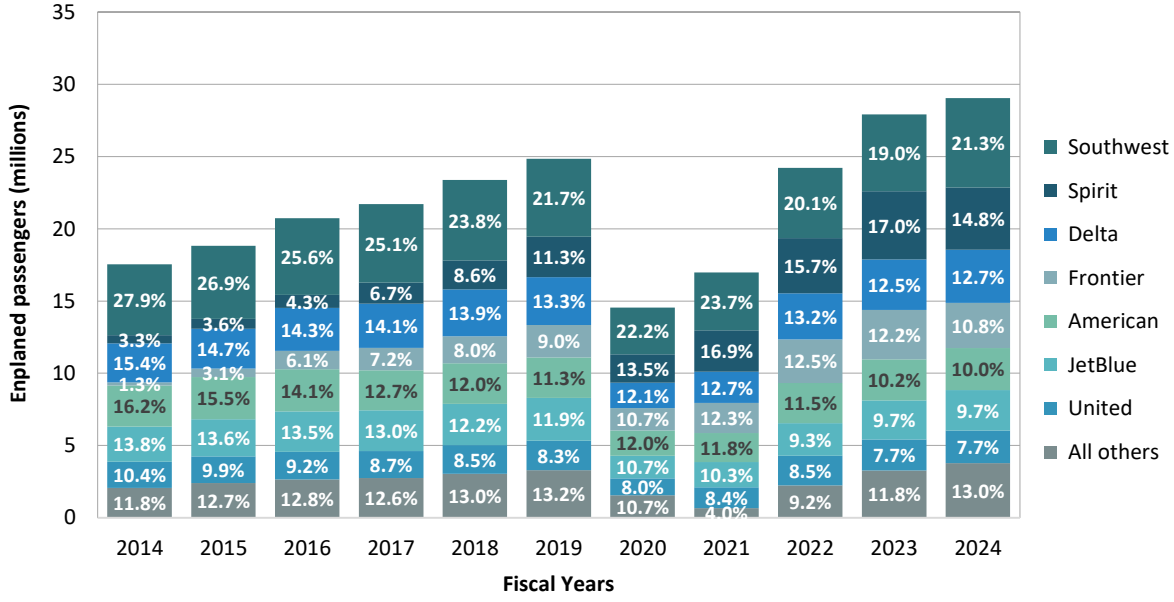
The Airport's needs for the facilities to process international arriving passengers has increased since FY 2010. Between FY 2010 and FY 2023, with the continued development of international airline service at the Airport, the number of international arriving passengers requiring FIS facilities increased an average of 6.4% per year, compared with an average increase of 4.5% per year in the number of "precleared" passengers who do not require U.S. Customs processing at the Airport.*

International airline service is also provided at Sanford International Airport (Sanford), approximately 34 miles north of the Airport. International service at Sanford has historically been focused on charter flights, most of which originated in the United Kingdom and elsewhere in Europe. Since 2007, international charter service to and from the Orlando area has declined while scheduled international airline service has increased. In FY 2023, the Airport's share of international passengers was 98% of the combined total (the Airport and Sanford) while Sanford's share was had fallen to 2%—its lowest historical share since FY 1996 when international service started at Sanford.

Enplaned Passenger Market Shares

Table 17 presents the distribution of enplaned passengers at the Airport for selected years between FY 2010 and FY 2024. Figure 9 presents the data graphically between FY 2014 and FY 2024.

Figure 9
HISTORICAL SHARES OF ENPLANED PASSENGERS
Orlando International Airport



Note: Fiscal Years ended September 30.
Source: Greater Orlando Aviation Authority records.

*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, and Ireland).

Table 17
ENPLANED PASSENGERS BY AIRLINE
Orlando International Airport
Ranked by FY 2024 Enplaned Passengers

	Enplaned passengers (thousands)				Percent of total			
Airline	FY 2010	FY 2019	FY 2023	FY 2024	FY 2010	FY 2019	FY 2023	FY 2024
Domestic								
Southwest	5,956	5,355	5,194	5,997	38.3%	25.2%	21.1%	23.7%
Spirit	397	2,612	4,312	3,908	2.6	12.3	17.5	15.5
Delta	2,386	3,200	3,453	3,645	15.4	15.0	14.1	14.4
Frontier	86	2,234	3,272	3,064	0.6	10.5	13.3	12.1
American	2,406	2,800	2,837	2,895	15.5	13.2	11.5	11.4
JetBlue	1,796	2,555	2,454	2,455	11.6	12.0	10.0	9.7
United	1,839	2,057	2,141	2,248	11.8	9.7	8.7	8.9
All others	669	450	913	1,076	4.3	2.1	3.7	4.3
Subtotal--domestic	**15,535**	**21,262**	**24,575**	**25,288**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
International								
Air Canada	172	372	407	421	10.8%	10.4%	12.2%	11.2%
Spirit	--	189	434	390	--	5.3	13.0	10.3
JetBlue	201	405	250	354	12.6	11.3	7.5	9.4
Virgin Atlantic	447	444	280	296	28.0	12.4	8.4	7.9
Copa	86	240	241	257	5.4	6.7	7.2	6.8
WestJet	137	227	190	252	8.6	6.3	5.7	6.7
Southwest	22	38	112	206	1.4	1.1	3.3	5.5
Aeromexico	44	84	166	173	2.8	2.3	5.0	4.6
British Airways	99	150	182	165	6.2	4.2	5.5	4.4
Avianca	--	58	82	147	--	1.6	2.4	3.9
Azul	--	159	136	131	--	4.4	4.1	3.5
Aer Lingus	35	49	111	108	2.2	1.4	3.3	2.9
Frontier	--	7	143	7.2	--	0.2	4.3	1.9
Delta	3	108	35	40	0.2	3.0	1.0	1.1
Lufthansa	82	118	7	--	5.1	3.3	0.2	--
Norwegian	-	137	-	--	--	3.8	--	--
All others	267	800	568	756	16.8	22.3	17.0	20.1
Subtotal--international	**1,596**	**3,585**	**3,345**	**3,768**	**100.0%**	**100.0%**	**100.0%**	**100.0%**
Total								
Southwest	5,956	5,393	5,305	6,203	34.9%	21.6%	19.0%	21.3%
Spirit	397	2,801	4,746	4,298	2.3	11.3	17.0	14.8
Delta	2,389	3,308	3,488	3,685	13.9	13.3	12.5	12.7
Frontier	86	2,241	3,415	3,137	0.5	9.0	12.2	10.8
American	2,406	2,800	2,837	2,895	14.0	11.3	10.2	10.0
JetBlue	1,997	2,960	2,704	2,809	11.7	11.9	9.7	9.7
United	1,839	2,057	2,141	2,248	10.7	8.3	7.7	7.7
All others	2,039	3,287	3,283	3,782	11.9	13.4	11.8	13.0
Total	**17,131**	**24,847**	**27,920**	**29,056**	**100.0%**	**100.0%**	**100.0%**	**100.0%**

Notes: Fiscal Years ended September 30.
Columns may not add to totals shown because of rounding

Source: Greater Orlando Aviation Authority records.

In FY 2024, Southwest accounted for 21.3% of all passengers enplaned at the Airport, less than its FY 2010 share (34.9%, including AirTran). Spirit and Frontier accounted for much of this change, as their enplaned passenger shares increased from 2.3% and 0.5%, respectively, in FY 2010 to 14.8% and 10.8%, respectively, in FY 2024. Delta accounted for the third largest share (12.7%), followed by

Frontier (10.8%), American (10.0%), JetBlue (9.7%), and United (7.7%). Compared with many other large U.S. hub airports, the Airport exhibits a relatively low degree of airline concentration.

In FY 2024, foreign-flag airlines accounted for 9.3% of total enplaned passengers, slightly higher than share in FY 2010 (8.0%). The foreign-flag airlines accounted for 71.8% of international enplaned passengers in FY 2024, down from 85.5% in FY 2010. This is largely due to the launch of international service at the Airport by Spirit and Frontier and the increase in service offerings by Southwest, and to a slightly lesser extent, service offerings by the foreign flags not yet reaching pre-pandemic levels.

Origin-Destination Markets

As shown in Table 18, the Airport's top 20 domestic destination markets, as ranked by originating passengers in FY 2023, accounted for 65.1% of total domestic originating passengers. The top five destinations – New York, Washington, D.C., Boston, Chicago, and Philadelphia – accounted for approximately one third (32.4%) of domestic originating passengers at the Airport in FY 2023.

Also shown are the average daily numbers of departures and departing seats for the month of July 2019 and 2024, and the airlines providing nonstop service from the Airport to each destination. As scheduled for July 2024, daily nonstop service was provided from the Airport to all 20 of the destinations. Fourteen of the top 20 destinations were served by four or more airlines. In July 2024, the Low-Cost and Ultra Low-Cost Carriers, together, provided nonstop service to each of the top 20 destinations and accounted for 65.4% of all domestic departures at the Airport, compared to 63.2% in July 2019.

Domestic Airfares

Figure 10 presents domestic originating passengers between FY 2000 and FY 2023 and provides a comparison of the average domestic one-way fare paid at the Airport and at all U.S. airports, combined, over the same period. The data show increases in passenger traffic and corresponding decreases in airfares at the Airport and, conversely, decreases in passenger traffic following increases in airfares. The average domestic one-way fare paid at the Airport has historically been approximately 80% of the fare paid at all U.S. airports, combined.

Between FY 2000 and FY 2008, the number of domestic originating passengers at the Airport increased an average of 2.8% per year, while the average one-way fare paid at the Airport and at all U.S. airports, combined, remained the same. Between FY 2008 and FY 2014, the number of domestic originating passengers decreased 1.6% per year, on average, while the average one-way fare paid at the Airport increased an average of 3.8% per year (similar to the 3.0% average yearly increase for all U.S. airports). The downward trend in passengers and upward trend in fares was due to a number of factors including the oil price spike in June 2008, the 2008-2009 national economic recession, and reductions in domestic seating capacity.

Between FY 2014 and FY 2019, the number of domestic originating passengers at the Airport increased an average of 7.4% per year coinciding with a 3.7% average annual decrease in domestic airfares. Over the same period, the number of domestic originating passengers at all U.S. airports, combined, increased 5.7% per year while the average one-way fare paid decreased 1.7% per year, on average. The domestic average fare paid at the Airport decreased in 2020 as airlines lowered fares to stimulate a return to air travel during the pandemic. The number of domestic originating passengers at the Airport recovered to FY 2019 levels in FY 2022 despite a rise in airfares. Passenger levels in FY 2023 were 12.9% higher than that of FY 2019 and the average one-way fare paid in FY 2023 was 13.7% above that of FY 2019. Nationwide, however, passenger levels in FY 2023 were 1.1% higher than FY 2019 levels despite the average one-way fare paid being 11.5% higher.

Table 18

DOMESTIC AIRLINE SERVICE BY DESTINATION

Orlando International Airport

Rank	Destination *Airport*	Air miles from Orlando *(b)*	FY 2023 Originating Passengers *(a)*	FY 2023 Percent of originating passengers	July 2019 *(b)* Average daily departures	July 2019 *(b)* Average daily seats	July 2024 *(b)* Average daily departures	July 2024 *(b)* Average Daily Seats	Airlines providing nonstop service *(b)* July 2019	Airlines providing nonstop service *(b)* July 2024
1	New York									
	Newark	937	942,040	4.5%	18	3,231	16	2,729	B6, NK, UA	B6, NK, UA
	LaGuardia	950	788,112	3.7	11	1,914	12	2,127	AA, B6, DL	B6, DL, NK
	Kennedy	944	588,605	2.8	14	2,545	13	2,338	B6, DL	B6, DL
	Islip	971	189,203	0.9	4	652	3	581	F9, WN	F9, WN
	White Plains	972	146,749	0.7	4	462	4	622	B6	B6
	Subtotal		2,654,709	12.6%	17	1,260	48	1,599		
2	Washington, D.C.									
	Baltimore/Washington	787	571,078	2.7%	12	1,908	15	2,454	F9, NK, WN	F9, NK, WN
	Reagan	759	461,310	2.2	10	1,408	14	2,134	AA, B6, DL, WN	AA, B6, DL, WN
	Dulles	758	169,014	0.8	5	776	4	706	F9, UA, WN	UA
	Subtotal		1,201,402	5.7%	27	4,093	32	5,294		
3	Boston									
	Boston	1,121	737,208	3.5%	12	1,983	12	2,066	B6, DL, F9, NK	B6, DL, F9, NK
	Providence	1,072	239,245	1.1	5	859	4	635	B6, F9, WN	B6, MX, WN
	Manchester	1,142	124,615	0.6	1	184	1	222	WN	MX, WN
	Subtotal		1,101,068	5.2%	17	3,025	17	2,923		
4	Chicago									
	O'Hare	1,095	698,967	3.3%	12	2,131	13	2,371	AA, F9, NK, UA	AA, F9, NK, UA, WN
	Midway	989	367,228	1.7	8	1,334	8	1,381	WN	F9, WN
	Subtotal		1,066,195	5.0%	20	3,465	21	3,752		
5	Philadelphia	861	836,874	4.0%	16	3.056	14	2,694	AA, F9, NK, WN	AA, F9, NK, WN
6	San Juan	1,189	793,228	3.8	17	3.026	20	3,698	B6, F9, NK, WN	B6, F9, NK, WN
7	Dallas									
	Dallas/Fort Worth	984	469,576	2.2%	13	2,246	14	2,644	AA, F9, NK	AA, F9, NK
	Love Field	972	192,747	0.9	4	649	8	1,259	WN	WN
	Subtotal		662,323	3.1%	17	2,894	22	3,903		

Table 18 (page 2 of 2)

DOMESTIC AIRLINE SERVICE BY DESTINATION

Orlando International Airport

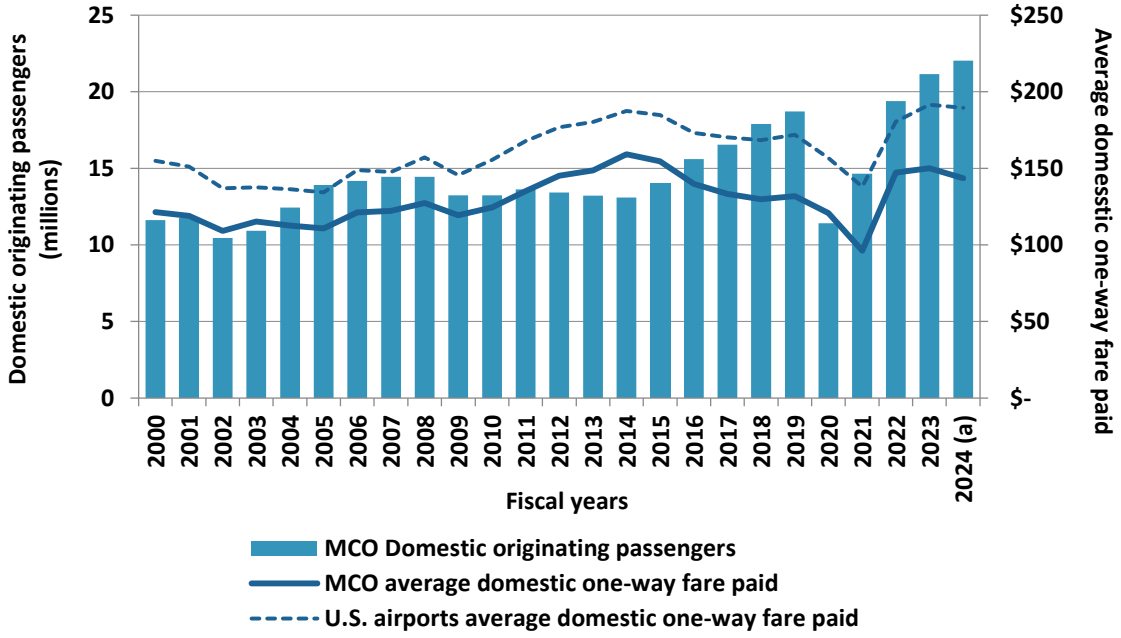
Rank	Destination *Airport*	Air miles from Orlando *(b)*	FY 2023 Originating Passengers *(a)*	FY 2023 Percent of originating passengers	July 2019 *(b)* Average daily departures	July 2019 *(b)* Average daily seats	July 2024 *(b)* Average daily departures	July 2024 *(b)* Average Daily Seats	Airlines providing nonstop service *(b)* July 2019	Airlines providing nonstop service *(b)* July 2024
8	Los Angeles									
	Los Angeles	2,217	468,127	2.2%	9	1,745	9	1,582	AA, B6, DL, UA	AA, B6, DL, UA
	Ontario	2,171	60,886	0.3	1	168	--	--	F9	--
	Orange County	2,187	60,567	0.3	--	--	0	62	--	MX
	Long Beach	2,203	11,941	0.1	--	--	0	23	--	WN
	Burbank	2,215	7,247	0.0	--	--	--	--	--	--
	Subtotal		2,654,709	2.9%	10	1,913	9	1,666		
9	Detroit	957	595,250	2.8%	10	1,876	9	1,730	DL, F9, NK	DL, F9, NK, WN
10	Atlanta	403	587,240	2.8	26	4,695	23	4,605	B6, DL, F9, NK, WN	DL, F9, NK, WN
11	Houston									
	Intercontinental	853	367,394	1.7%	9	1,731	10	1,766	F9, NK, UA	F9, NK, UA, WN
	Hobby	848	164,684	0.8	5	763	6	990	WN	F9, WN
	Subtotal		532,078	2.5%	14	2,494	16	2,756		
12	Denver	861	836,874	2.2%	12	2,061	14	2,508	F9, NK, UA, WN	F9, UA, WN
13	Minneapolis-St. Paul	1,189	793,228	2.0	7	1,324	7	1,312	DL, F9, NK, SY	DL, SY, WN
14	Nashville	616	356,206	1.7	6	938	8	1,323	DL, F9, WN	NK, WN
15	Cleveland	895	346,794	1.6	4	760	6	1,099	F9, NK, UA, WN	F9, NK, UA, WN
16	Hartford	1.050	338,738	1.6	7	1,254	5	829	B6, F9, NK, WN	B6, F9, MX, WN
17	Raleigh-Durham	534	329,825	1.4	8	1,096	8	1,316	DL, F9, NK, WN	B6, DL, F9, WN
18	Charlotte	468	293,327	1.4	12	2,179	14	2,643	AA, F9, NK	AA, F9, NK
19	Indianapolis	828	292,138	1.4	7	1,048	6	1,101	DL, F9, NK, WN	F9, NK, WN
20	Pittsburgh	834	289,987	1.4	5	830	6	1,054	DL, NK, WN	NK, WN
	Top 20 destinations		13,773,245	65.1%	293	50,830	307	54,603		
	Other destinations		7,372,566	34.9	112	17,782	142	23,887		
	Total destinations		21,145,811	100.0%	405	68,612	449	78,489		

Notes: Columns may not sum to totals because of rounding. AA=American, B6=JetBlue, DL=Delta, F9=Frontier, MX=Breeze, NK=Spirit, SY=Sun Country, UA=United, WN=Southwest.

(a) U.S. DOT, *Air Passenger Origin-Destination Survey,* reconciled to Schedule T100, . Originating passengers for the 12 months ended September 30, 2023.

(b) Airline Data Inc. online database, accessed August 2024.

Figure 10
TRENDS IN DOMESTIC ORIGINATING PASSENGERS AND AVERAGE FARE PAID
Orlando International Airport



Notes: Fiscal Years ended September 30, except where noted.
Average one-way fares shown are net of all taxes, fees, and PFCs, and exclude ancillary fees charged by airlines.
(a) Data for the 12 months ended June 30.

Source: U.S. DOT, *Air Passenger Origin-Destination Survey*, reconciled to Schedules T100 and 298C T1, accessed October 2024.

The average fare paid shown in Figure 10, as reported by the airlines to the U.S. DOT, exclude charges for optional services, such as checked baggage, preferred seating, in-flight meals, entertainment, and ticket changes. Such charges have become widespread in the airline industry since 2006. As a result, the average fares shown understate the amount actually paid by airline passengers for their travel. Optional service charges that were previously included in the ticket price are not all separately reported to the U.S. DOT. They have been estimated by industry analysts to amount to an effective average surcharge on domestic airfares of approximately 5% of ticket fare revenues, although the percentage varies widely by airline and by airport. The amount of ancillary charges varies by market and is affected by airline mix and traveler trip purpose (i.e., business vs. leisure).

Airline Service

Table 19 presents historical data on scheduled passenger airline service at the Airport to all regions of the world by both U.S.-flag airlines and foreign-flag airlines. As scheduled for July 2024, 449 average daily departures were provided to 105 domestic airports and 71 average daily departures were provided to 51 international airports. All network U.S. airlines served the Airport in July 2024.

The average number of scheduled domestic departing seats increased 43.2% between July 2010 and July 2024 while the number of airports served increased from 83 to 105. The increase is attributable to new entrants (Avelo, Breeze, and Allegiant commenced service at the airport in November 2021, June 2022, and May 2024, respectively) and expanded service offerings by existing airlines, namely Frontier and Spirit. The share of domestic capacity on low-cost and ultra low-cost carriers increased from 58.1% in July 2010 to 64.3% in July 2024, with U.S. network airlines (Delta, American, United, and Alaska) making up the remainder.

The number of scheduled international departing seats at the Airport increased by 165% between July 2010 and July 2024 and the number of destinations served nonstop increased from 24 to 51. These changes resulted from new routes, additional frequencies on existing routes, the use of larger aircraft, and service from new entrant airlines. In July 2024, 5 U.S airlines and 22 foreign-flag airlines were scheduled to operate international flights at the Airport, up from 3 and 15, respectively, in 2010. Foreign-flag seat capacity increased 5.9% per year, on average, between July 2010 and July 2024 but their share of international capacity decreased from 81.2% to 69.0% due to new service offerings by the U.S. airlines.

The following new entrants started international service in 2024: BermudAir to Bermuda (March), VivaAerobus to Monterrey, Mexico and Merida, Mexico (May and July, respectively), and Iberojet with seasonal service to Madrid, Spain (June). In June 2024, Southwest started daily service from the Airport to the following airports: Cancun, Mexico; Grand Cayman; Nassau, Bahamas; Providenciales, Turks and Caicos; Punta Cana, Dominican Republic; and San Jose, Costa Rica. Also in June 2024, LATAM started new service to Santiago, Chile and GOL started service to Fortaleza, Brazil.

As scheduled for July 2024, airline service to Europe accounts for 24% of international seat capacity, followed by Mexico and Central America (23%), the Caribbean (22%), Canada (15%), South America (14%), and the Middle East (2%).

Seat capacity to both domestic and international destinations declined during the pandemic and economic recession, but scheduled domestic and international seat capacity was 14.4% higher and 8.9% higher, respectively in July 2024 than in July 2019. Recent CBP staffing shortages (which may continue into the forecast period) have restricted the addition of new international service at peak times.

As of October 2024, the following airlines had announced new scheduled service (partial list):

- Air France: Paris-Charles de Gaulle, May 2025
- Alaska: Boise, ID and Sacramento, CA in January 2025
- American: New York (LaGuardia), NY in November 2024
- Breeze: Lansing, MI, Bangor, ME, Lancaster, PA, and Portsmouth, NH, in October 2024; Erie, PA, and South Bend, IN in November 2024; New Haven, CT in December 2024, and Wilmington, NC in February 2025
- Delta: London (Heathrow), UK in October 2024
- Discover: Munich, Germany in March 2025 (pending government approval)
- Flair: Canadian airports in Waterloo, ON (October 2024) and St. John NB, London, ON, and Toronto, ON (December 2024)
- Frontier: New York (JFK), NY in October 2024 and Washington, D.C. (Dulles) in November 2024
- JetBlue: Islip, NY and Portland, ME in October 2024; and Manchester, NH in January 2025
- Porter: Halifax, NS, Canada in December 2024

Table 19

PASSENGER AIRLINE SCHEDULED SERVICE

Orlando International Airport

As scheduled for July of years shown

	Number of airports served			Number of airlines			Average daily departing seats			Average daily departing flights		
	2010	2019	2024	2010	2019	2024	2010	2019	2024	2010	2019	2024
By airline flag												
U.S.	90	110	123	9	10	13	55,808	71,451	82,808	380	425	475
Foreign	16	37	36	15	25	22	4,271	9,927	9,589	20	44	44
By destination world region												
United States	83	90	105	9	10	13	54,821	68,612	78,489	372	405	449
Europe	6	11	7	5	9	6	2,368	4,451	3,387	7	12	10
Caribbean	6	9	10	6	7	9	939	2,455	3,215	7	16	19
Mexico and Central America	4	11	14	3	7	8	730	1,724	3,027	6	14	20
Canada	3	9	8	4	4	4	706	1,815	2,121	4	10	12
South America	3	10	11	2	7	5	514	2,035	1,906	3	10	9
Asia	2	--	1	2	--	1	--	287	251	--	1	1
Middle East and India	--	--	--	--	--	--	--	--	--	--	--	--
Africa	--	--	--	--	--	--	--	--	--	--	--	--
Total all destinations	107	140	156	24	35	35	60,078	81,378	92,397	400	469	519

Note: Some airports are served by more than one airline.

Source: Airline Data Inc., online database, accessed August 2024.

KEY FACTORS AFFECTING FUTURE AIRLINE TRAVEL

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

- National economic conditions
- International economic and geopolitical conditions
- Financial health of the airline industry
- Airline consolidation
- Airline service and routes
- Airline competition and airfares
- Availability and price of aviation fuel
- Aviation safety and security concerns
- Public health concerns
- Climate change concerns
- Capacity of the national air traffic control system
- Capacity of the Airport

National Economic 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 on Figure 11, recessions in the U.S. economy in 2001, 2008-2009, and 2020, and associated high unemployment, reduced discretionary income and airline travel demand.

The 2020 economic recession brought about by the COVID-19 pandemic and the related government actions to contain the spread of the disease was short-lived but caused the largest ever decrease in real GDP (31.2% in the second quarter of 2020), with an associated sharp increase in unemployment. The second quarter decrease was followed by strong GDP growth in the third and fourth quarters, with GDP in the fourth quarter of 2020 at close to the pre-pandemic level. Economic recovery continued in 2021 through 2023. GDP increased 5.8%, 1.9%, and 2.4% in 2021, 2022, and 2023, respectively.

Future increases in domestic passenger traffic at the Airport will depend on the continuation of national economic growth.

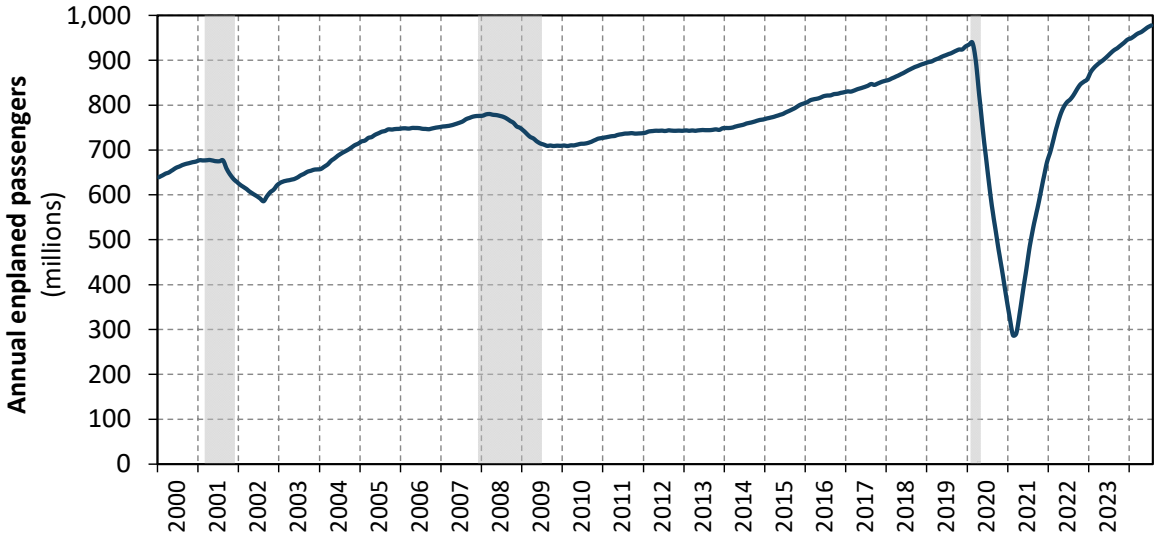
International Economic and Geopolitical Conditions

International passenger traffic at U.S. airports is influenced by the globalization of business, international trade and tourism, international economics, trade balances, currency exchange rates, government policies, and geopolitical relationships. Concerns about hostilities, terrorist attacks, other perceived security risks, and associated travel restrictions also affect travel demand to and from particular international destinations from time to time.

Ongoing military conflicts that are causing economic disruption and instability include the war in Ukraine that followed Russia's invasion in February 2022 and the war in Gaza that followed attacks on Israel by Hamas militants in October 2023 and Israel's invasion of Gaza in response.

Future increases in international passenger traffic at the Airport will partly depend on global economic growth, the containment of regional military conflicts and civil unrest, a stable and secure travel environment, and government policies that do not unreasonably restrict or deter travel.

Figure 11
HISTORICAL ENPLANED PASSENGERS ON U.S. AIRLINES



Notes: Data shown are for 12-month moving averages of enplaned passengers on scheduled and non-scheduled flights to domestic and international destinations.
Shaded areas indicate months of economic recession.

Sources: U.S. DOT, Bureau of Transportation Statistics, T100 Market and Segment, accessed October 2024; www.transtats.bts.gov, accessed July 2024; National Bureau of Economic Research, US Business Cycle Expansions and Contractions, www.nber.org.

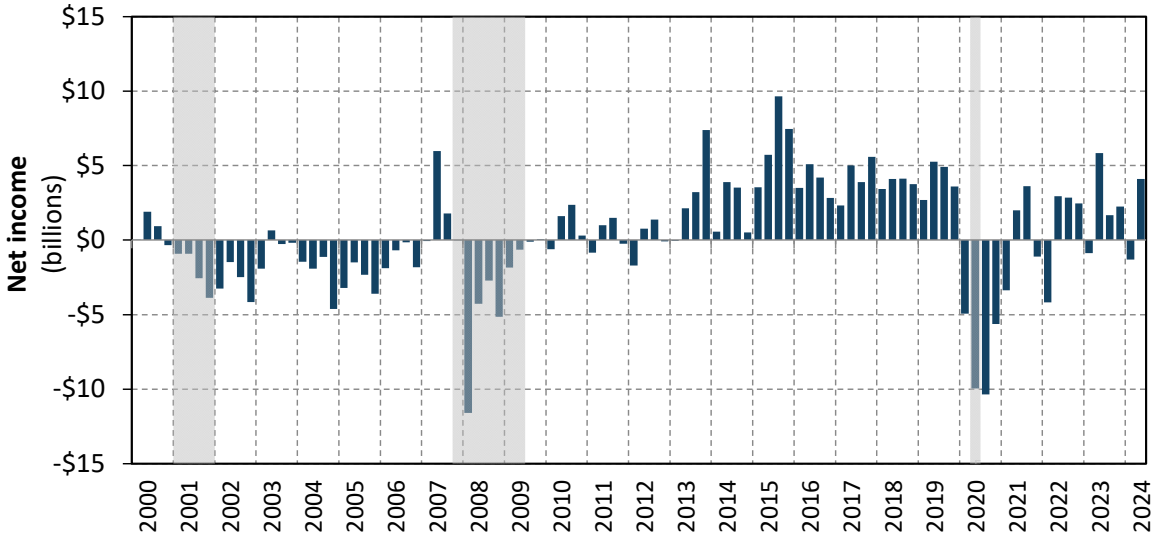
Financial Health of the Airline Industry

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. Figure 12 shows historical net income for U.S. airlines.

Largely as a result of the 2001 economic recession and the disruption of the airline industry following the September 2001 attacks, the industry experienced large financial losses between 2001 and 2006. During this period, Delta, Northwest, United, and US Airways filed for bankruptcy protection and restructured their operations.

In 2007, the U.S. passenger airline industry was profitable, but in 2008, as oil and aviation fuel prices increased to unprecedented levels and the U.S. economy contracted, the industry again experienced large net losses. The industry responded by grounding less fuel-efficient aircraft, eliminating unprofitable routes and hubs, reducing seat capacity, and increasing airfares.

Figure 12
NET INCOME FOR U.S. AIRLINES



Notes: Includes scheduled service on U.S. carriers only.
Shaded areas indicate quarters of economic recession.
Data for the fourth quarter of 2005 and the first quarter of 2006 were adjusted to account for United bankruptcy claims which were settled for less than had been originally reported.

Source: U.S. Department of Transportation, Bureau of Transportation Statistics, Net Income, F41 Schedule P12, www.transtats.gov, accessed October 2024.

From 2010 to 2013, after recovery from the 2008-2009 recession, U.S. passenger airlines generally recorded positive net income, notwithstanding sustained high fuel prices, by controlling capacity and nonfuel expenses, increasing airfares, achieving high load factors, and increasing ancillary revenues. American filed for bankruptcy protection in 2011.

From 2014 to 2019, the U.S. passenger airline industry reported a succession of profitable years as fuel prices were low, demand was strong, and control of capacity allowed fares and ancillary charges to remain high, even as agreements between the major airlines and their unionized employees resulted in increased labor costs.

Beginning in 2020, reductions in air travel demand caused by the COVID-19 pandemic resulted in unprecedented airline industry losses. These losses were partially mitigated by federal aid provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted in March 2020 and the American Rescue Plan Act of 2021 (ARPA) enacted in March 2021.

In response to the pandemic-induced losses, airlines took various actions to reduce costs and maintain liquidity, including reducing staffing, accelerating the retirement of older aircraft, and deferring the acquisition of new aircraft. As shown in Figure 12, the U.S. airline industry as a whole returned to profitability in the second quarter of 2022.

Current supply chain constraints causing shortages of aircraft engines, avionics, and other essential components are also affecting the ability of Airbus, Boeing, and other manufacturers to produce the larger, more fuel-efficient aircraft in the numbers being sought by airlines even while there is industry-wide domestic overcapacity.

Sustained industry profitability will depend on, among other factors, economic growth to support airline travel demand, stable fuel prices, and the ability of airlines to hire and retain enough qualified employees, particularly pilots and mechanics, and acquire enough larger fuel-efficient aircraft to support increased flight operations.

MCO is less susceptible to the potential impacts of an airline bankruptcy due to its relatively low degree of airline concentration compared with many other large U.S. hub airports and its large population and O&D passenger traffic base which would likely be served by other airlines at the Airport.

Airline Consolidation

Consolidation of the U.S. airline industry 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 (2010), the acquisition of AirTran by Southwest (2011), the merger of American and US Airways (2013), and the acquisition of Virgin America by Alaska (2016).

In October 2022, JetBlue announced plans to acquire Spirit, which would have created the nation's fifth largest airline by enplaned passengers with a market share of approximately 9%. In January 2024, the acquisition was blocked in federal court following the filing by the Justice Department of a civil antitrust lawsuit. JetBlue and Spirit subsequently terminated their merger agreement.

In December 2023, Alaska announced plans to acquire Hawaiian. The two airlines together account for approximately 5.7% of passengers enplaned on U.S. airlines. Following the announcement by the U.S. Department of Justice that it would not challenge it on antitrust grounds, and conditional approval by the U.S. DOT, the acquisition was closed in September 2024. In FY 2023, Alaska accounted for 1.3% of enplaned passengers at the Airport. Hawaiian does not serve the Airport.

Airline industry consolidation has resulted in four airlines (American, Delta, Southwest, and United) and their regional affiliates now accounting for approximately 75% of domestic seat-mile capacity. Consolidation has contributed to recent airline industry profitability, but any resumption of financial losses could cause one or more U.S. airlines to seek bankruptcy protection or liquidate. The liquidation of any of the large network airlines could drastically affect airline service at certain connecting hub airports and change airline travel patterns nationwide.

Airline Service and Routes

Airports serve as gateways to their communities and as connecting points. The number of origin and destination passengers at the Airport depends primarily on the intrinsic attractiveness of the region as a business and leisure destination, the propensity of its residents to travel, and the airfares and service provided at the Airport. The number of connecting passengers, on the other hand, depends entirely on the airline fares and service provided.

The large network airlines have developed hub-and-spoke systems that allow them to offer high-frequency service to many destinations. Because most connecting passengers have a choice of airlines and intermediate airports, connecting traffic at an airport depends primarily 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 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, 2009-2012), Memphis (Delta, 2011-2013), and Cleveland (United, 2014).

Approximately 92% of passengers at the Airport are originating their journeys rather than connecting between flights.

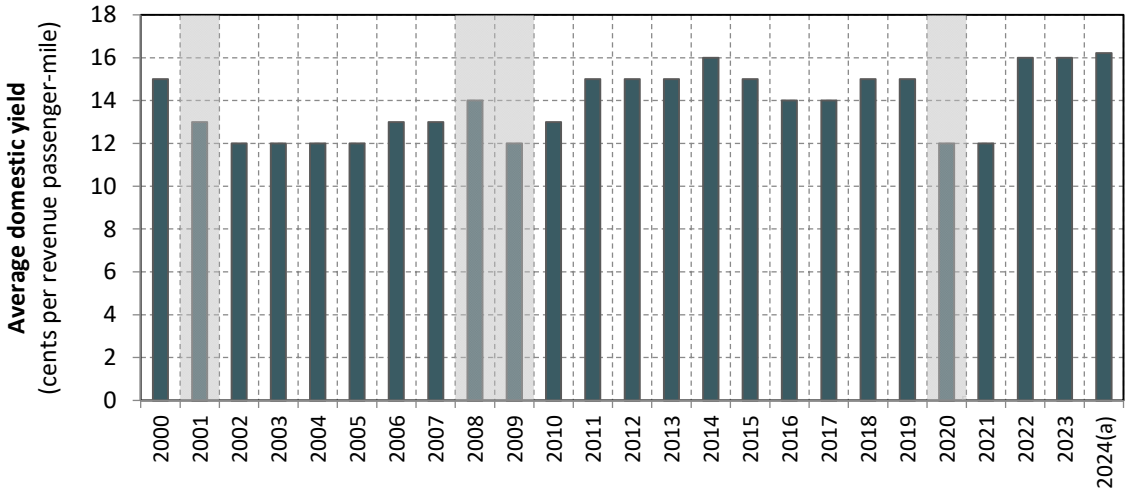
Airline Competition and Airfares

Airline fares have an important effect on passenger demand, particularly for 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 partly on the level of airfares.

Figure 13 shows the historical average domestic yield (airfare per passenger-mile) for U.S. airlines. After the 2008-2009 recession, the average yield increased through 2014 as airline travel demand strengthened, the airlines collectively reduced available seat capacity and were able to sustain airfare increases. Between 2014 and 2016, the average yield was reduced as a result of airline competition, and, through 2019 was fairly stable. The average yield decreased in 2020 and 2021 as travel demand was depressed during the pandemic then increased in 2022 and 2023 as demand rebounded and airline seat capacity was constrained.

Beginning in 2006, ancillary charges were introduced by most airlines for optional 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.

Figure 13
HISTORICAL DOMESTIC YIELD FOR U.S. AIRLINES



Notes: Average yields shown are net of taxes, fees, and passenger facility charges and exclude fees charged by the airlines for optional services.
Shaded areas indicate economic recession during all or part of year.

(a) Data for January-June 2024, the most recent data available.

Source: U.S. DOT, *Air Passenger Origin-Destination Survey*, reconciled to Schedule T100, accessed October 2024.

Availability and Price of Aviation Fuel

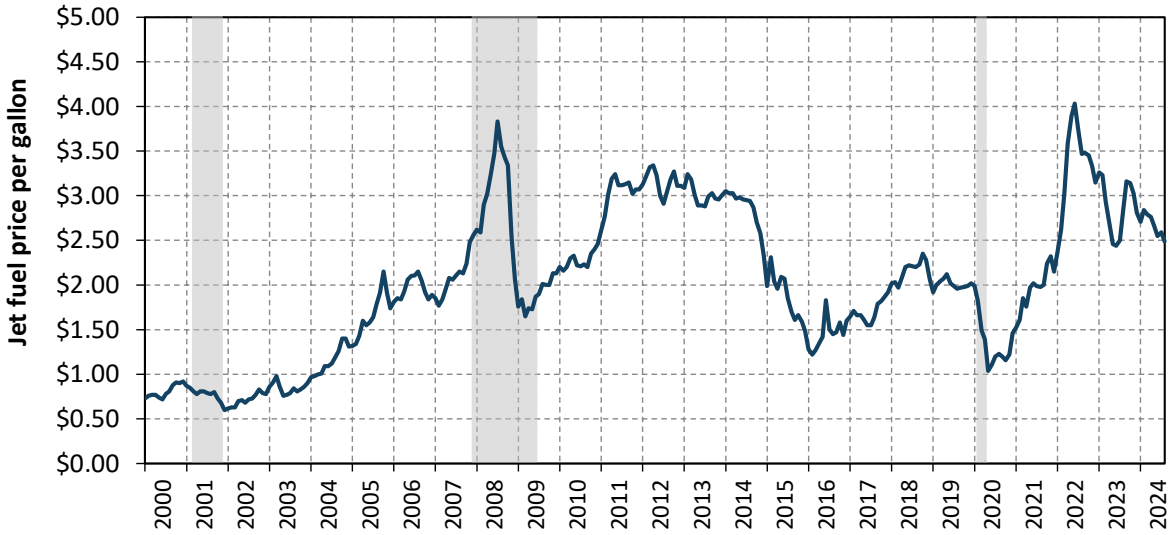
The price of aviation fuel is a critical and uncertain factor affecting airline operating economics. Figure 14 shows the historical fluctuation in aviation fuel prices caused by the many factors influencing the global demand for and supply of oil.

Between early 2011 and mid-2014, aviation fuel prices were relatively stable, partly because of increased oil supply from U.S. domestic production made possible by the hydraulic fracturing of oil-bearing shale deposits and other advances in extraction technologies.

Beginning in mid-2014, an imbalance between worldwide demand and supply resulted in a precipitous decline in the price of oil and aviation fuel through the end of 2015. Fuel prices then increased, but the average price of aviation fuel at the end of 2019 was still approximately 30% below the price at mid-2014.

As the pandemic drastically reduced the demand for aviation fuel in early 2020, the price of aviation fuel fell sharply, before rebounding in 2021 as pandemic restrictions were eased, economies recovered, and demand exceeded supply. The economic disruption and sanctions resulting from the Russian invasion and war on Ukraine exacerbated the worldwide imbalance of demand and supply and caused increased oil and aviation fuel prices, peaking in June 2022. Higher fuel prices have a negative effect on airline profitability as well as far-reaching implications for the global economy.

Figure 14
HISTORICAL AVIATION FUEL PRICES



Notes: Data shown are monthly averages.
Shaded areas indicate months of economic recession.

Source: U.S. DOT, Bureau of Transportation Statistics, Airline Fuel Cost and Consumption, F41 Schedule P12A, www.transtats.gov, accessed October 2024.

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.

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. Measures have included strengthened aircraft cockpit doors, increased presence of armed federal air marshals, federalization of airport security under the Transportation Security Administration (TSA), more intensive screening of passengers and baggage, and the deployment of improved screening technologies.

Following fatal crashes of B-737 MAX aircraft caused by the malfunction of the aircraft's automated flight control system, all B-737 MAX aircraft were grounded in March 2019. Among North American airlines, Air Canada, American, Southwest, United, and WestJet were affected. In November 2020, following the approval of modifications to the flight control system software and pilot training, the FAA rescinded its order grounding the aircraft, allowing it gradually to be reintroduced into service.

In January 2024, a panel in the aircraft fuselage of a B-737 MAX-9 aircraft blew out in flight. As a result of the incident, the FAA temporarily grounded all B-737 MAX-9 aircraft, increased oversight of Boeing's manufacturing processes, and stated that it will not permit the company to increase aircraft production rates until adequate manufacturing quality controls are in place. A subsequent audit by the FAA into the manufacturing processes identified quality control violations by Boeing and its fuselage manufacturer, Spirit AeroSystems. Such production restrictions will constrain Boeing's ability to deliver aircraft as planned and delay the ability of some airlines, including Southwest, to increase capacity and upgrade their fleets with more fuel-efficient aircraft.

Historically, airline travel demand has recovered after temporary decreases stemming from terrorist attacks or threats, hijackings, aircraft crashes, and other aviation safety concerns. 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, future demand for airline travel at the Airport will depend primarily on economic, not safety or security, factors.

Public Health Concerns

Public health concerns and associated restrictions on travel periodically reduce airline travel demand to and from various parts of the world. Examples are Severe Acute Respiratory Syndrome (SARS) in 2002-2003, the H1N1 influenza virus in 2009, Middle East Respiratory Syndrome (MERS) in 2013, Ebola Virus Disease (EVD) in 2014-2016, and the Zika virus in 2016-2017. In all these historical examples, reductions in airline travel were geographically localized and short-lived, with travel soon recovering to pre-health-scare trends.

By comparison, the COVID-19 pandemic had far more serious and widespread effects on airline travel worldwide. In late 2019, the novel coronavirus that causes the COVID-19 respiratory illness emerged, soon spreading through most of the world. COVID-19 was declared a global pandemic by the World Health Organization in March 2020.

During the early months of the pandemic, governmental actions to slow the spread of the disease, including the mandated closure of businesses and offices, work-at-home requirements, prohibitions of public gatherings, quarantines, and travel restrictions contributed to a recession in the global economy and widespread job losses. The economic recession, combined with fears about contagion, resulted in a severe reduction in the demand for air travel, the grounding of much of the world's airline fleets, and cuts in airline service.

In December 2020, the first COVID-19 vaccines were administered in the United States. The success of the vaccines in preventing the transmission of the virus and reducing its effects resulted in a steady recovery in domestic air travel through the summer of 2021, although new variants of the virus then emerged and resulted in new waves of cases in the fall and winter of 2021.

By 2022, the availability and acceptance of vaccines and treatments had allowed the pandemic to be largely brought under control in the United States and other developed countries. As quarantine, testing, and other travel restrictions were relaxed, COVID-19 was no longer an important factor affecting airline travel. By early 2023, domestic airline travel at many U.S. airports had approached or exceeded pre-pandemic levels.

Questions remain about how some determinants of air travel demand may not fully return to those existing pre-pandemic. Some observers expect that there will be permanent reductions in business travel for some in-person meetings as a result of the widespread adoption of videoconferencing. Many companies have reduced travel by their employees and thereby achieved cost savings that may become a permanent feature of their financial operations. Offsetting that effect, there has been an increase in travel by workers who relocated during the pandemic and work remotely, and who need to regularly visit a central office location. Remote working and travel for a combination of business and leisure purposes have also changed travel demand patterns.

Climate Change Concerns

There is now widespread acknowledgement of the urgent need for the nations of the world to transition from fossil fuels to cleaner energy sources that will allow the worst effects of global warming and climate change to be avoided.

Much like the way that the pandemic appears to have changed some airline travel behavior and demand patterns, concerns about the contribution of airline travel to the emission of carbon dioxide and other greenhouse gases into the atmosphere may influence future airline travel demand. For example, there may be increased societal pressures to avoid or reduce travel perceived as wasteful, particularly long-haul international travel; to favor or require the use of lower-emission travel modes, such as, train over airplane, for short trips; and for corporations to limit employee travel to achieve environmental, social, and governance objectives.

Pre-pandemic, the aviation industry accounted for approximately 10% of anthropogenic greenhouse gas emissions from the U.S. transportation sector and 3% of total U.S. emissions. Alternatives to petroleum-derived jet fuel are unlikely to be economically available at large scale for the foreseeable future, so aviation's share of emissions will likely increase and attract more scrutiny. Consequently, it will be imperative for the industry to achieve efficiencies if growth in airline travel is to be sustained.

Achieving those efficiencies and mitigating emissions will require financial investments and changes to the operating economics of the aviation industry. Changes will likely include the early retirement and replacement of inefficient aircraft; the payment of carbon taxes and other regulatory charges designed to penalize or offset emissions; and the development of technologies and incentives to increase the supply and reduce the cost of sustainable aviation fuels derived from biomass and other renewable sources. In the longer term, investments will be required to develop new aircraft propulsion technologies using fuels such as hydrogen or electric power generated from renewable sources.

Increased direct governmental regulation of greenhouse gas emissions from aircraft is also possible. In 2020, the U.S. Environmental Protection Agency adopted emission standards that apply to new commercial aircraft and align with standards adopted by the International Civil Aviation Organization. More stringent emission standards may apply in the future.

Inevitably, some of the costs required to reduce greenhouse gas emissions and combat climate change will be passed on to passengers in the form of higher fares or surcharges, and thereby may inhibit airline travel demand.

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 Transportation 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 because of reduced numbers of aircraft operations (down approximately 9% between 2007 and 2023) but, as airline travel increases in the future, flight delays and restrictions may be expected.

Recent shortages of qualified air traffic controllers have also reduced airspace capacity in some regions. The ability of the FAA to maintain and increase the capacity of the national air traffic control system will depend in part on its ability to hire, train, and retain adequate numbers of skilled controllers.

Capacity of the Airport

In addition to any future constraints that may be imposed by the capacity of the national air traffic control and airport systems, future growth in airline traffic at the Airport will depend on the capacity of the Airport itself. According to the Authority, existing and planned terminal and airfield facilities have the capacity to accommodate growth in airline traffic well beyond the forecast period covered in this report.

AIRLINE TRAFFIC FORECASTS

The forecast of airline traffic at the Airport through 2028 was developed on the basis of the socioeconomic indicators, trends in historical airline traffic, and key factors likely to affect future traffic, all as discussed earlier in this report. The forecast for the Airport included in the FAA's *Terminal Area Forecast* (TAF), issued in January 2024, was also reviewed.

Enplaned passenger numbers for FY 2024 totaled 29.1 million, which is 5.1% above FY 2023 levels. Based largely on advanced published schedules, which are always subject to change, passenger levels are forecast at 27.9 million in FY 2025, which represents a 3.9% decline over FY 2024. In FY 2026 and thereafter passenger growth is forecast to be slightly slower than historical trends.

In developing the forecast in this report, it was assumed that airline traffic at the Airport will increase as a function of growth in the economy of the MSA and increased airline service. It was also assumed that airline service at the Airport will not be constrained by the availability of aviation fuel, the capacity of the air traffic control system or the Airport, charges for the use of aviation facilities, or government policies or actions that inhibit growth.

Underlying Assumptions

The passenger forecast reflects the following assumptions:

- The U.S. economy will experience sustained growth in GDP averaging between 2.0% and 2.5% per year, generally consistent with rates projected by the Congressional Budget Office.
- The economy of the Orlando MSA will increase at approximately the same rate as the national economy.
- 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. An increase in passengers is expected in FY 2026 upon the opening of Epic Universe in late May 2025.
- 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.
- Airlines will add service to meet travel demand at the Airport and competition among airlines will ensure competitive airfares for flights from the Airport, notwithstanding higher aviation fuel costs and general price inflation.
- The airlines serving the Airport collectively will be able to hire and retain enough qualified employees, particularly pilots and mechanics, and acquire enough aircraft and other equipment to support increased flight operations.
- A generally stable international political environment and safety and security precautions will ensure airline traveler confidence in aviation without imposing unreasonable inconveniences.
- The airlines serving the Airport will continue to be diverse, including Low-Cost Carriers, network airlines, and foreign-flag airlines, and will provide sufficient capacity to support passenger traffic growth at the Airport.
- There will be no major disruption of airline service or airline travel behavior due to public health concerns, international hostilities, terrorist acts or threats, or government policies restricting or deterring air travel.

Base Passenger Forecast

Between FY 2024 and FY 2028, the number of passengers enplaned at the Airport is forecast to increase an average of 0.7% per year to 29.9 million. In its most recent *Terminal Area Forecast* for the Airport (published January 2024), the FAA forecasts an average annual increase of 2.3% in the number of enplaned passengers over the same period.

Table 20 presents historical and forecast enplaned passengers at the Airport. Figure 15 displays the passenger forecast graphically.

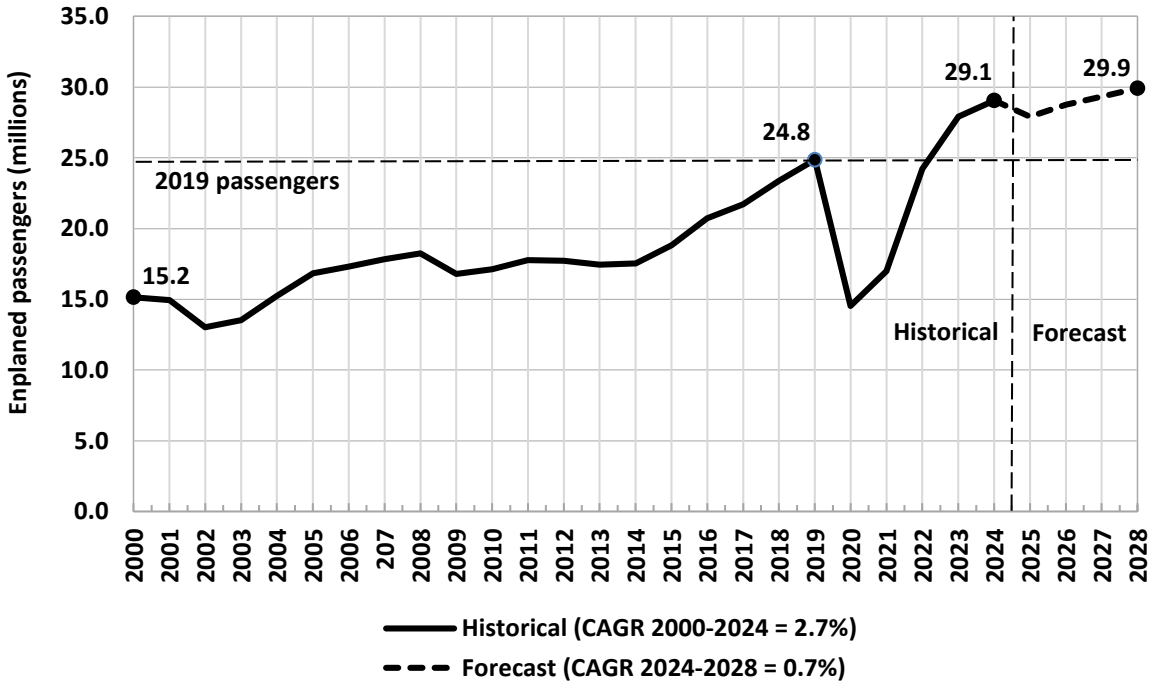
Landed Weight

Between FY 2024 and FY 2028, aircraft landed weight at the Airport is forecast to increase an average of 0.3% per year to 32.4 million 1,000-pound units.

Stress Test Projection

A stress test projection was developed to provide the basis for testing the sensitivity of the Airport's financial results to a hypothetical reduction in passenger numbers, such as could occur under conditions of weak economic growth or recession, restricted seat capacity, reduced competition, and/or high airfares, including a potential airline bankruptcy. Relative to the base forecast, it was assumed that passenger traffic at the Airport would decline 10% in 2025, then increase at the same rates of growth as the base case for FY 2026 through FY 2028. Landed weight for passenger airlines was also assumed to be lower by the same amount as passengers relative to the base forecast under the stress test. The stress test projections for enplaned passengers are shown in Exhibit H.

Figure 15
HISTORICAL AND FORECAST ENPLANED PASSENGERS
Orlando International Airport



Note: For Fiscal Years ending September 30.
CAGR = Compound annual growth rate
This projection was prepared on the basis of the information and assumptions given in the text. The achievement of any projection is dependent upon the occurrence of future events which cannot be assured. Therefore, the actual results may vary from the projection and the variance could be material.

Sources: Historical—Greater Orlando Aviation Authority.
Forecast —LeighFisher, August 2024.

Table 20

ENPLANED PASSENGER AND LANDED WEIGHT FORECAST

Orlando International Airport

FY 2019 – FY 2028

	Historical						Forecast			
	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Enplaned passengers (thousands)	24,847	14,538	16,984	24,221	27,920	29,056	27,915	28,752	29,327	29,914
Annual percent increase (decrease)		(41.5%)	16.8%	42.6%	15.3%	4.1%	(3.9%)	3.0%	2.0%	2.0%
O&D and connecting enplaned passengers (thousands)										
Originating	23,488	13,783	15,910	22,668	25,653	26,697	25,648	26,432	26,975	27,530
Connecting	1,359	755	1,074	1,553	2,267	2,359	2,267	2,320	2,352	2,384
Total enplaned passengers	24,847	14,538	16,984	24,221	27,920	29,056	27,915	28,752	29,327	29,914
Percent O&D	94.5%	94.8%	93.7%	93.6%	91.9%	91.9%	91.9%	91.9%	92.0%	92.0%
Percent connecting	5.5%	5.2%	6.3%	6.4%	8.1%	8.1%	8.1%	8.1%	8.0%	8.0%
Landed weight (1,000-pound units)										
Passenger airlines	26,381,110	18,163,746	19,475,183	25,531,468	29,382,516	30,961,009	29,310,536	30,189,852	30,793,649	31,409,522
All-cargo airlines	1,336,661	1,328,970	1,399,767	1,298,927	1,092,340	1,073,839	999,491	1,009,486	1,019,581	1,029,777
Total landed weight	27,717,770	19,492,715	20,874,951	26,830,394	30,474,856	32,034,848	30,310,027	31,199,338	31,813,230	32,439,298
Annual percent increase (decrease)		(29.7%)	7.1%	28.5%	13.6%	5.1%	(5.4%)	2.9%	2.0%	2.0%

Notes: May not sum to totals due to rounding. FY 2024 originating and connecting passengers were estimated based on nine months of data.

This forecast was prepared using 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 records.
Forecast: LeighFisher, August 2024.

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, to issue revenue bonds, payable solely from Airport System revenues, and 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 extended to September 30, 2065, effective October 1, 2015.

The Airport is defined as the Airport System under the Senior Bond Resolution and Subordinated Indenture. 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, including the proposed 2024 Senior Bonds and the proposed 2024 Subordinated Bonds.

Airport Facilities Bond Resolution

The Authority issues Senior Bonds pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution (the Senior Bond Resolution), as amended and restated on September 16, 2015, and effective on May 1, 2017, as amended and supplemented from time to time, under which The Bank of New York Mellon Trust Company, N.A, serves as Trustee. Under the Senior Bond Resolution, the Authority has the right to issue Subordinated Indebtedness that is subordinate to the Senior Bonds issued under the Senior Bond Resolution as to the pledge of, lien on, and payment from Pledged Funds.

Senior Bonds are secured by a pledge of and first lien on Pledged Funds, which includes Revenues of the Airport System plus Available Revenues. As of October 31, 2024, the principal outstanding on Senior Bonds was $1,599,615,000.

Revenues are generally defined as all income and revenues received by the Authority from the operation of the Airport and income from Special Purpose Facilities which are not pledged to the payment of obligations issued to finance such Special Purpose Facilities. Revenues also include Federal COVID-19 Grants lawfully available and used to pay debt service and O&M Expenses. Revenues do not include, among other things, grants-in-aid for capital projects, PFC revenues, or CFC revenues.

However, principal and interest payable on Senior Bonds from Available Revenues (including Available PFC Revenues and Available CFC Revenues*) that have been irrevocably committed pursuant to a Supplemental Resolution for the purpose of paying such principal or interest may be disregarded and not included in calculating Debt Service for purposes of the coverage calculation under the Rate Covenant and Additional Bonds Test. Available PFC Revenues are the portion of PFC Revenues received by the Authority and pledged to the payment of debt service on Bonds issued to finance PFC-eligible project costs equal to the debt service accruing during an applicable period for Bonds issued to finance PFC-eligible projects. Such treatment applies to all prior PFC-supported Bonds as well as

*CFCs are paid by rental car customers. CFC Revenues are not currently nor does the Authority currently have future plans to designate CFC Revenues as Available CFC Revenues.

future PFC-supported Bonds.

O&M Expenses generally consist of the Authority's expenses for operation, maintenance, repairs, ordinary replacement, and ordinary reconstruction of the Airport, but do not include any capital expense, depreciation expense, or any operation or maintenance expenses funded by Special Purpose Facility Debt or funded by any source other than Revenues.

Rate Covenant. In Section 711 of the Senior Bond Resolution (the Rate Covenant) the Authority covenants 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 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) of the Senior Bond Resolution during such Fiscal Year.
>
> …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.

"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 plus to the extent such amounts are not restricted to other uses, (ii) amounts paid from the Discretionary Fund during the Fiscal Year toward O&M Expenses and Debt Service, minus (iii) amounts deposited into the Discretionary Fund in the Fiscal Year, or (b) 25% of Debt Service payable in such Fiscal Year.

For purposes of demonstrating compliance with the Rate Covenant and the Additional Bonds Test, Debt Service is defined in the Senior 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 as well as Available PFC Revenues and Available CFC Revenues. Aggregate Debt Service is the amount of interest and principal on all Senior Bonds (other than Capital Appreciation Bonds) which will accrue in the applicable period, excluding the amounts designated to be paid by Available Revenues and Capitalized Interest.

Additional Bonds Test. Under Section 204 of the Senior Bond Resolution, certain conditions must be met before Additional Bonds may be issued to pay the Cost of Construction of any Additional Project. These conditions require, among other things, that the Authority 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). Under both the historical and prospective test, Net Revenues and Subordinated Pledged Revenues must be sufficient to satisfy the rate covenant for either (1) each of the next three full Fiscal Years following issuance of the Additional Bonds or (2) 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 during such Fiscal Years on the proposed Additional Bonds. Under the Additional Bonds test, the Authority or the Airport Consultant, as applicable, are allowed to make certain adjustments to Revenues for increases in rates, fees and revenues from new facilities and capital

improvements, and to use unaudited financial statements if audited financial statements are not available. This provision of the Senior Bond Resolution is referred to as the Additional Bonds Test.

Flow of Funds. In Section 405 of the Senior 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 16. 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, Priority Subordinated Indebtedness Fund, Subordinated Indebtedness Debt Service Reserve Account, O&M Reserve Account, Secondary Subordinated Indebtedness Fund, Secondary Subordinated Indebtedness Reserve Account, Capital Expenditures Fund, and Renewal & Replacement Fund, the remaining Revenues are deposited into the Discretionary Fund. As noted above, Available PFC Revenues are applied to pay the debt service accruing during an applicable period for Bonds issued to finance PFC-eligible project costs.

Master Subordinated Indenture of Trust

The Authority issues Subordinated Indebtedness pursuant to the Amended and Restated Master Subordinated Indenture of Trust dated as of July 1, 2016, under which U.S. Bank Trust Company, National Association, serves as Trustee. The Subordinated Indenture provides for the issuance of both Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness, as contemplated by the Senior Bond Resolution. Priority Subordinated Indebtedness is payable solely from, and secured by a pledge of and lien on, Pledged Subordinated Revenues, which is subordinate to the lien on and pledge of Pledged Funds to Senior Bonds. As of October 31, 2024, the principal outstanding on Priority Subordinated Indebtedness totaled $857,495,000 consisting of $20,575,000 for Series 2016 Bonds, and $836,920,000 for Series 2017A (AMT) Bonds.

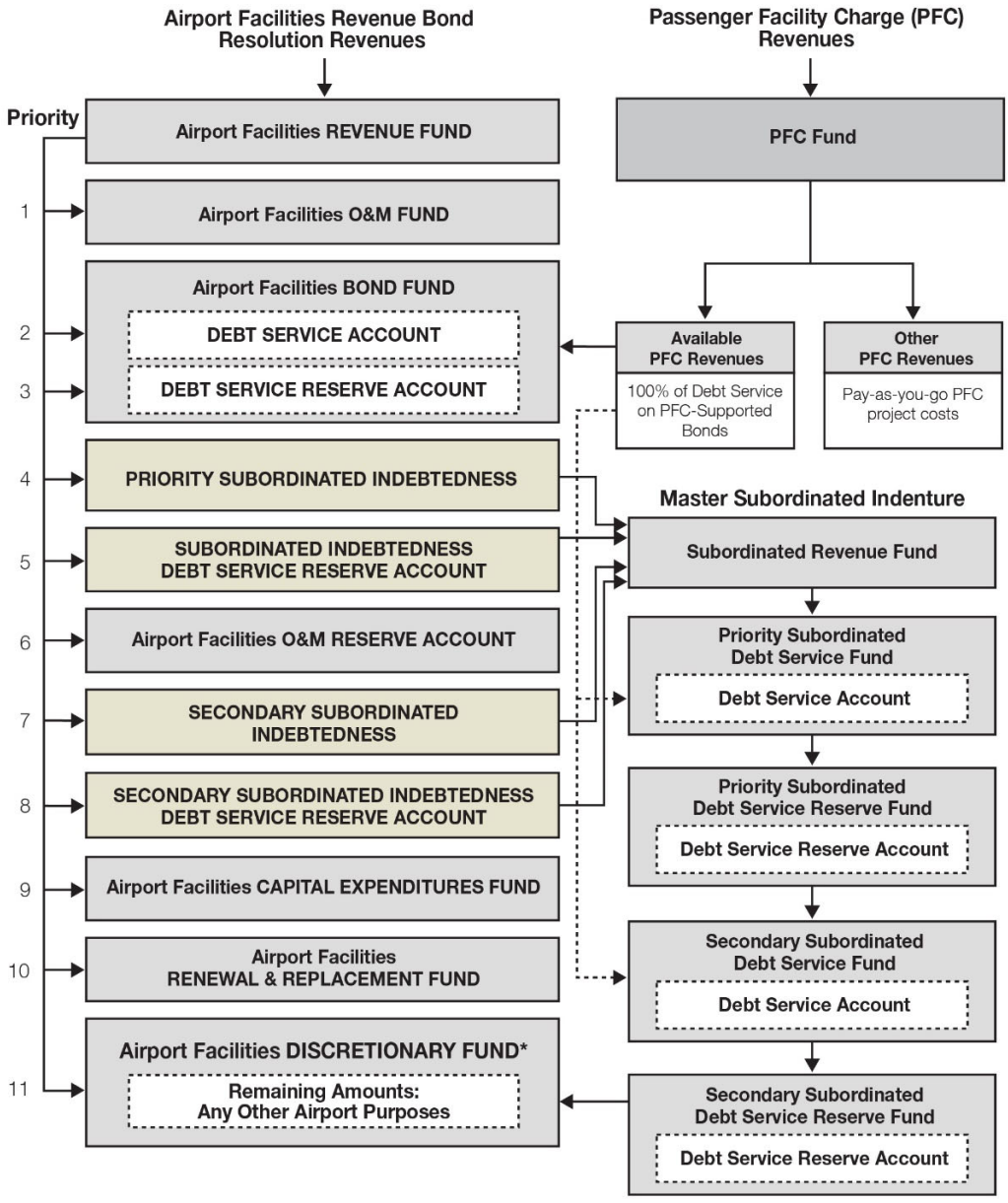
Secondary Subordinated Indebtedness is subordinate to the lien on and pledge of Pledged Subordinated Revenues to the Outstanding Priority Subordinated Indebtedness and any Priority Subordinated Indebtedness. The Authority has entered into Line of Credit agreements with two banks: Bank of America, N.A. and Wells Fargo Bank, N.A. Currently, the Line of Credit agreements are the Authority's only Secondary Subordinated Indebtedness under the Subordinated Indenture.

Certain terms in the Subordinated Indenture are identical to those in the Senior Bond Resolution, including the definitions of Revenues, Operation and Maintenance Expenses, Net Revenues, and Aggregate Debt Service. Under the Subordinated Indenture, Available Net Revenues are defined as all Revenues after deposits to the Operation and Maintenance Fund, the Debt Service Account, and the Debt Service Reserve Account (to the extent the Debt Service Reserve Requirement is not met). Aggregate Annual Subordinated Debt Service is defined as the aggregate amount of Annual Debt Service on all Outstanding Subordinated Obligations and Unissued Subordinated Program Obligations. Unissued Subordinated Program Obligations are short term indebtedness designated as such by the Authority and all such authorized obligations are treated as outstanding for purposes of calculating Aggregate Annual Subordinated Debt Service (whether or not then issued). Short Term Subordinated Obligations are Subordinated Obligations issued as Commercial Paper, Line of Credit Indebtedness, or Notes, or to the extent provided in the Subordinate Indenture, a Credit Facility. For Short Term Subordinated Obligations other than Unissued Subordinated Program Obligations, the principal and interest is calculated based on forecasts of a Consultant for the actual amount disbursed assuming that interest is capitalized for a specified period and that at the end of the Capitalized Interest period, the Short Term Subordinated Obligations are refunded with the proceeds of Subordinated Bonds bearing interest at a rate determined by the Consultant on the date of the forecast to be a reasonable market rate for fixed-rate Subordinated Indebtedness of a corresponding term.

Figure 16

FLOW OF FUNDS UNDER THE SENIOR BOND RESOLUTION AND SUBORDINATED INDENTURE

Orlando International Airport



* Payments on the OUC Obligation are paid out of the Airport Facilities Discretionary Fund.

Sources: Senior Bond Resolution and the Subordinated Indenture.
Prepared by LeighFisher.

Subordinate Rate Covenant. In Section 10.01 of the Subordinated Indenture (the subordinate 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 Available Net Revenues plus Available Revenues (and any Transfers) in an amount at least equal to:

- 1.10 times the Aggregate Annual Subordinated Debt Service on all Outstanding Priority Subordinated Indebtedness and
- 100% of the aggregate amount required to be applied and/or deposited during the Fiscal Year to (1) pay Priority Subordinated Debt Service, (2) make any deposits to the Priority Subordinated Debt Service Reserve Fund to equal the Reserve Requirement, (3) pay all principal, premium, and interest on all Secondary Subordinated Indebtedness, and (4) make any deposits to the Secondary Subordinated Debt Service Reserve Fund to equal the Reserve Requirement

The rate covenant for Secondary Subordinated Indebtedness is to pay 100% of all Subordinated Indebtedness from Available Net Revenues.

Subordinate Additional Bonds Test. Under Section 4.10 of the Subordinated Indenture, certain conditions must be met before Priority Subordinated Indebtedness may be issued for the purpose of financing, acquiring, constructing, improving, or completing Additional Projects, or for the purpose of refunding or paying any outstanding obligation of the Authority. The Authority can issue additional Priority Subordinated Indebtedness if either a historical or prospective test is met:

- Historical -- Available Net Revenues for 12 consecutive months out of the preceding 24 months from the date of issuance were at least equal to 110% of Aggregate Annual Subordinated Debt Service due in such 12-month period for all Outstanding Priority Subordinated Indebtedness, Unissued Priority Subordinated Program Obligations, and the proposed Series of Priority Subordinated Indebtedness (assuming they were then Outstanding).
- Prospective -- Available Net Revenues are estimated to be at least equal to 110% of Aggregate Annual Subordinated Debt Service on all Outstanding Priority Subordinated Indebtedness, Unissued Priority Subordinated Program Obligations, and the proposed Series of Priority Subordinated Indebtedness through the later of: (a) the third full Fiscal Year following the issuance of the proposed Priority Subordinated Indebtedness, or (b) the second full Fiscal Year during which no interest on the proposed Priority Subordinated Indebtedness is expected to be paid from the proceeds.

FDOT Loan

The Authority entered into a Joint Participation Agreement, as amended (the JPA), with FDOT, under which FDOT agreed to provide total funding of approximately $211 million (FDOT Funding), of which the Authority is required to reimburse FDOT for $52.7 million of the funds advanced by FDOT under the JPA (the FDOT Loan) with the balance of the FDOT Funding being a grant. The Authority paid off the balance of the FDOT Loan in FY 2023 using Federal COVID-19 relief grants.

Bank Lines of Credit

The Authority currently has two Lines of Credit, which constitute Secondary Subordinated Indebtedness. The Authority uses the Lines of Credit 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 table below summarizes the authorized amounts, expiration dates, and outstanding principal amounts for each Line of Credit. The Authority intends to continue using the Lines of Credit for interim financing of capital improvements for certain of the 2024 – 2029 Planned Capital Projects.

The Authority had the following amounts outstanding on the Lines of Credit as of October 31, 2024:

Line of Credit Provider	Authorized Amount	Expiration Date	Interim Financing	Taxable Advanced Refunding	Principal Outstanding
Bank of America, N.A.	$275,000,000	07/31/2026	$29,734,957	-	$29,734,957
Wells Fargo, N.A.	275,000,000	03/31/2026	12,224,378	31,032,500	43,256,878
Total	$550,000,000		$41,959,335	$31,032,500	$72,991,835

The Authority anticipates repaying a portion of the amounts outstanding on the Lines of Credit with the 2024 Bonds.

2018 CFC Bank Loan

The Authority also has the ability under the Senior Bond Resolution to issue Special Purpose Facility Debt that can be used for any capital improvements or facilities located within the Airport System.

On March 29, 2018, the Authority issued a $160 million special facility Taxable Revenue Note (CFC Ground Transportation Project), Series 2018 (the 2018 CFC Bank Loan) with an interest rate of 3.48% and term of 9 years. This debt is structured as a drawdown note, with the full amount to be drawn by October 1, 2019. The 2018 CFC Bank Loan was issued for the purpose of paying or reimbursing the Authority for a portion of the costs and expenses of financing, designing, constructing, operating, relocating, and maintaining the CFC Ground Transportation Project, funding all or a portion of the CFC Stabilization Fund Requirement, and certain costs of issuance. As of October 31, 2024, the principal outstanding on the 2018 CFC Bank Loan will be $57,993,738. The 2018 CFC Bank Loan matures April 1, 2027.

The 2018 CFC Bank Loan was issued in connection with the Resolution of the Greater Orlando Aviation Authority Authorizing the Collection of the Customer Facility Charge (the CFC Resolution) and under the CFC Trust Indenture by and between the Authority and The Bank of New York Mellon Trust Company, N.A., dated as of October 1, 2009 (the CFC Trust Indenture). Most of the costs funded with the 2018 CFC Bank Loan have been expended as of October 1, 2024.

The 2018 CFC Bank Loan is a limited obligation payable solely from and secured by a pledge of certain Pledged Revenues and Pledged Funds (as defined in the CFC Trust Indenture) derived by the Authority from CFCs received by the Authority pursuant to the CFC Resolution.

Customer Facility Charge Program

The Authority has levied a rental car customer facility charge (CFC) on all customers renting a vehicle from the Airport since October 1, 2008. Between August 20, 2008, and October 2024, the Authority has adopted six amended and restated rental car CFC authorizing resolutions revising the CFC rate, clarifying certain definitions, and amending the permitted use of funds. The rate was initially set at $2.50 per rental car transaction day (not to exceed five transaction days), increased to $3.50 per transaction day effective October 1, 2017 (not to exceed seven transaction days), increased to $6.00 per transaction day effective December 1, 2023, and increased to $9.00 per transaction day effective November 1, 2024. Each rate increase was intended to provide funding to enhance the rental car customer experience and rental automobile concessionaires (RACs) operations with improved facilities.

CFCs may be used by the Authority to cash fund or pay debt service financing, interim financing, designing, constructing, operating, relocating, and maintaining (a) rental automobile related facilities or Customer Service Facilities, (b) facilities to be modified, improved, or relocated to accommodate rental automobile related facilities at the Airport or the Customer Service Facilities, and (c) to the extent not needed to satisfy project costs or debt service for rental automobile related facilities set forth in the Authority's CIP, any other project or facility for which general Airport revenues may be used, or, to the extent pledged as a source of repayment for debt issued under the Authority's Bond Resolution, for any project or facility financed with such debt. The Authority may pledge CFCs to repay obligations issued to finance permitted projects as debt service offsets, to repay financing or interim financing for such projects, or as revenues pledged to a particular lien of revenue bonds issued for such projects. CFCs not needed for project financing may be used for any other lawful purpose permitted by the Greater Orlando Aviation Act or Senior Bond Resolution.

As noted earlier, CFCs are not included in the definition of Revenues under the Senior Bond Resolution but can be used to pay principal of and interest on Senior Bonds to the extent that the Authority designates all or a portion thereof in a Supplemental Resolution as Available CFC Revenues.

In light of the significant growth in traffic and as part of the evaluation of improved and expanded facilities for rental car operations and enhancements to the rental car customer experience, the Authority, with the support of the RACs, decided to pursue the design and construction of a ConRAC. A ConRAC would consolidate rental car operations from all terminals into its own dedicated facility. This consolidation would free up significant space in the passenger parking garages currently occupied by the RACs.

The ConRAC is expected to be funded by CFCs. In order to generate sufficient cash and debt proceeds to pay for the design and commencement of construction of the ConRAC, and to adequately support CFC backed bond debt that will be needed to finance the bulk of the construction project, the Board authorized an increase in the CFC rate effective November 1, 2024 to $9.00 per transaction day, for the same maximum of 7 days. Non-traditional financing sources, such as a low-cost Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation and Improvement Financing (RRIF) Program loan from the U.S. Department of Transportation and other ConRAC use payments will be considered to keep the CFC increase to a minimum.

The Authority currently anticipates funding a portion of the 2024 - 2029 Capital Improvement Program with CFC Indebtedness or available CFCs a follows:

Anticipated 2024-2029 CIP - CFC Funding	CFC Funding (in millions)
ConRAC	$1,436
Ground Transportation Facility (GTF) Pedestrian Bridge	83
Terminal A&B Rental Car Counter & Lobby Improvements	16
RAC QTA Improvements	8
Terminal C Enhancements	2
Total	$1,545

At this time, the Authority has not committed to the construction and funding of the Rental Car Expansion Program. Advanced planning studies are underway along with negotiations with the RACs to support the financing that will be needed to implement the full Rental Car Expansion Program described below.

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 21, the Authority has received approval from the FAA to collect and use a total of $5.3 billion in PFCs through PFC 22, with collection authority through July 1, 2046. Through June 30, 2024, PFC Revenues received by the Authority, including investment earnings, totaled $1.94 billion, of which $1.77 billion had been expended on approved projects. PFC 19, approved on June 22, 2018, blended applications 11 through 18 to maintain a uniform collection rate of $4.50. On June 25, 2024, the FAA approved an amendment to PFC 20 to increase collection authority by $36.4 million. On September 19, 2024, the FAA approved PFC 22 to fund $98.9 million in construction costs for the Airside 2 and 4 APM System Replacement plus an additional $133.9 million in financing costs for a total of $232.6 million in collection authority.

Nine series of Bonds are outstanding under the Senior Bond Resolution for which the Authority designated portions of projects to constitute a PFC project thereby permitting PFC revenues to be included in the calculation of Available PFC Revenues to pay principal and interest under the Senior Bond Resolution. The Series 2010A PFC-Supported Bonds were repaid in December 2023 using balances in the PFC Fund to free up PFC capacity for future eligible improvements. The 2024 Senior Bonds are expected to finance $99 million of the $253 million Airside 2 and 4 APM System Replacement project in the current CIP and are expected to be designated as PFC eligible Bonds.

Table 21
APPROVED PASSENGER FACILITY CHARGES
Orlando International Airport
(in thousands)

Application Number	Spend Authority	Collections Through 6/30/2024	Expenditures Through 6/30/2024	Cumulative Collection Authority
92-01-C-05-MCO (Closed)	$ 34,100	$ 34,100	$ 34,100	$ 34,100
93-02-C-01-MCO (Closed)	8,140	8,140	8,140	42,240
95-03-C-02-MCO (Closed)	18,638	18,638	18,638	60,878
96-04-C-08-MCO (Closed)	58,846	58,846	58,846	119,723
98-05-C-05-MCO (Closed)	114,472	114,472	114,472	234,195
99-06-C-03-MCO	115,294	115,294	93,779	349,489
00-07-C-03-MCO	174,236	174,236	103,403	523,725
00-08-C-02-MCO	54,834	54,834	39,704	578,558
02-09-C-06-MCO (Closed)	92,658	92,658	92,658	671,216
05-10-C-10-MCO	749,304	749,304	336,391	1,420,520
18-19-C-01-MCO	3,014,881	518,753	750,795	4,435,401
19-20-C-02-MCO	553,725	-	57,650	4,989,126
19-21-C-00-MCO	78,000	-	62,941	5,067,126
24-22-C-00-MCO	232,658	-	-	5,299,784
Total Authority	**$ 5,299,784**	**$ 1,939,273**	**$ 1,771,515**	

Note: Totals may not add due to rounding. PFC Application 12 was submitted and withdrawn.

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 19 combined PFC Applications 11 through 18.

Federal COVID-19 Grants

In response to the disruptive effects of the COVID-19 pandemic on economic activity and airline travel, Congress enacted legislation providing three tranches of Federal COVID-19 Grants – the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); the Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSA Act); and the American Rescue Plan Act (ARPA) - to offset the loss of revenues.

Table 22 presents a summary of the Authority's allocation of such grants, excluding the amounts allocated for supplemental Airport Improvement Program (AIP) project funding, and the utilization of these Federal COVID-19 Grants. In total, the Authority was allocated $383.6 million by the FAA (including $26.3 million for concession relief) for MCO and $151,000 for Orlando Executive Airport (ORL). The Authority designated approximately $8 million in CARES Act grants for ORL. All grants have been disbursed to the Authority by the FAA.

Table 22
SUMMARY OF FEDERAL COVID-19 GRANT FUNDING AND FORECAST USES
Greater Orlando Aviation Authority

Federal COVID-19 Relief Bill	Total	Orlando Executive Airport Available*	MCO Available	Less Concession Relief	Net Available MCO
CARES*	$ 170,771,779	$ 7,889,825	$ 162,881,954	$ -	$ 162,881,954
CRRSA	41,691,083	23,000	41,668,083	(5,260,599)	36,407,484
ARPA	171,368,787	59,000	171,309,787	(21,042,395)	150,267,392
Total	$ 383,831,649	$ 7,971,825	$ 375,859,824	$ (26,302,994)	$ 349,556,830

					Federal Relief Bill		
Actual Uses of Grants	FY 2021	FY 2022	FY 2023	Total	CARES	CRRSA	ARPA
O&M	$ -	$ -	$ -	$ -		$ -	$ -
Debt Service (2017A Subordinated Bonds)	18,072,980	65,881,851		83,954,831	58,652,659	25,302,172	-
FDOT Loan			42,602,000	42,602,000	42,602,000		
Defeasance							
2010A Bonds (8/27/21)	15,160,000	-	-	15,160,000	-	-	15,160,000
2011B, 2015A, and 2016A Bonds (9/15/21)	86,307,488	-	-	86,307,488	-	-	86,307,488
2013A Bonds (10/07/21)	-	27,497,976	-	27,497,976	-	-	27,497,976
2017A Subordinated Bonds (10/07/21)	-	94,034,535	-	94,034,535	61,627,295	11,105,312	21,301,928
Total	$ 119,540,468	$ 187,414,362	$ 42,602,000	$349,556,830	$ 162,881,954	$ 36,407,484	$150,267,392

Sources: Federal Aviation Administration and the Greater Orlando Aviation Authority.
* The ORL CARES allocation totaled $69,000, but the Authority applied for a blended grant and applied roughly $7.8 million of its total allocation to ORL.

The historical uses of Federal COVID-19 Grants to pay debt service, defease debt, and reimburse the Authority for concession relief are shown in Exhibit E as Revenues.

Airline Rate Resolution and Rate and Revenue Sharing Agreement

On October 16, 2013, the Authority adopted a resolution (the Rate Resolution) that (1) established the terms and conditions for airlines operating at the Airport, (2) established the methodology for setting certain airline rates and charges for the Airport, and (3) authorized the Authority's Chief Executive Officer (CEO) to enter into Letters of Authorization (LOA) with airlines for the use and occupancy of terminal space at the Airport. The Rate Resolution and the Rate and Revenue Sharing Agreement were amended in 2016, 2019, and 2024. On September 18, 2024, the Board approved the Third Amended and Restated Rate Resolution and the Rate and Revenue Sharing Extension Agreement that became effective October 1, 2024. The Rate Resolution has no expiration date and may be amended at any time by the Authority as it deems necessary or appropriate. The Rate and Revenue Sharing Agreement extends through September 30, 2026.

Airlines that sign the Rate and Revenue Sharing Agreement are referred to as Participating Airlines and are eligible to participate in revenue sharing at the end of each Fiscal Year. All of the airlines that signed the 2019 Rate and Revenue Sharing Agreement plus two additional airlines signed the 2024 Rate and Revenue Sharing Extension Agreement. Collectively, these 17 airlines accounted for 94.9% of enplaned passengers at the Airport in FY 2024. For purposes of the financial forecasts in this report it was assumed that the existing airline business relationship would remain in effect through the forecast period (FY 2028).

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

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

The Rate Resolution applies to all airlines operating at the Airport and/or making use of the Airfield or Terminal, whether or not such airline specifically agrees in writing to its terms. All airlines operating at the Airport must sign and deliver to the Authority either a LOA or an Operating Permit 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 is offered the opportunity to execute an LOA to commit to certain exclusive or preferential use space and airlines commit to pay for a specified number of annual access gates to obtain the benefit of rates that are calculated on a square footage basis (i.e., fixed monthly charge for assigned space) (Committed Premises). Space (other than Committed 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. Subject to the Authority Policies and Procedures relating to Gate assignment and usage, an Airline that includes a Gate as part of its Committed Premises will receive occupancy and use of a Gate and corresponding Terminal Apron, as assigned from time to time by the Authority, but will not receive preferential occupancy and use of any particular Gate. Airlines may qualify for certain enhanced occupancy rights for Gates that qualify as a Priority Access Gate.

The Rate Resolution, Rate Methodology, Operating Permits, LOAs, and Authority Policies and Procedures set forth the (1) the methodology for calculating 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 use, preferential use, or annual access use basis, (3) the timing and manner of required payments of rates and charges, and (4) other applicable operating conditions and requirements at the Airport. Prior to the start of each Fiscal Year, the Authority establishes rates to be in effect for the subsequent Fiscal Year.

Among other conditions, the existing Rate Methodology provides that:

1. The combined total costs of both terminals are used to calculate a single Terminal Rental Rate (per square foot), Security Screening Checkpoint Fee (per enplaned passenger), Airline Equipment Charge (per gate), Remain Over Night (RON) charge (per use), and Facility Fees (by use and by category of facility used).

2. The Terminal Rental Rate per square foot is equal the Net Terminal Requirement divided by the total rentable square feet.

3. The Terminal Rental Rate Per Gate equals the total amount of holdroom space times the Terminal Rental Rate divided by the number of operational gates that can accommodate Narrow Body Equivalent (NBE) aircraft. Currently, the total number of narrow body aircraft that can be accommodated simultaneously at both terminals is 113, which will increase to 121 when Terminal C Gates 250-253 open in FY 2027.

4. The Terminal Rental Rate Per Gate charged to an airline is be based on the type of aircraft using the gate as follows:*

    a. Narrow Body (FAA Design Group I-IV) = 1.0x Narrow Body Equivalent (NBE) rate

    b. Jumbo (FAA Design Group V) = 1.5x NBE rate

    c. Super Jumbo (FAA Design Group VI, B-747/800, A-380) = 2.0x NBE rate

5. Due to the common use configuration and environment of Terminal C landside, airlines pay for the use of space for ticketing, queue areas, and bag make-up in a manner different from the preferentially assigned committed space in the NTC under LOAs. Airlines with committed gates using Terminal C pay a pro rata share of the cost of the common use ticketing and bag makeup areas on a monthly basis in accordance with a common use formula based on terminal usage. Airlines operating at non-committed gates will pay their portion of the common use fee as part of the Facility Fee.

6. There is a single baggage system fee for inbound and outbound baggage space per enplaning and deplaning passenger to recover 100% of the cost of such space and associated O&M Expenses. The Authority may adjust the divisor for baggage fees from enplaning or deplaning passengers to number of bags at the beginning of the Fiscal Year following the year in which the Authority has the ability with a reasonable degree of reliability to count total bags by airline processed through both the Inbound Baggage System and Outbound Baggage System.

7. Airline revenue sharing is allocated among the Participating Airlines based on Participating Operating Payments,** which includes the common use fees payable by Participating Airlines using Terminal C common use ticketing and bag make-up facilities, since these charges are in lieu of the per square foot method used in the North Terminal facility.

8. Amortization charges include 5% imputed interest upon the opening of Terminal C in the STC.

9. Debt service coverage is included on the airline rate bases.

10. Authority administrative office space is considered Rentable Space; however, the cost of this space is allocated to the Airport cost centers and included in the airline rate base.

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*An airline committing to pay the annual gate access fee for Jumbo or Super Jumbo gates may fly aircraft of smaller sizes into a gate without additional fees. In such case, the airline may choose to pay the annual cost for the largest aircraft flown into such gate, in which case all non-overlapping flights will be covered by the gate cost. If an airline is assigned a gate by the Authority that can accommodate aircraft larger than the one flown by such airline, the airline will pay the cost associated with the size of the aircraft, not the size of the gate.

** Participating Operating Payments include landing fees, terminal rentals, common use rentals in Terminal C in the STC, airline equipment fees, baggage fees, and FIS fees.

11. Because the Authority is contracting with OUC to operate the central energy plant for Terminal C, it will pay OUC a charge for owning and operating the system. This Central Energy Plant Charge will be an obligation by the Authority to OUC who will have the right to operate and obligation to maintain the Terminal C chilled water and emergency power distribution system. The payment obligations to OUC are subordinate to all obligations of the Authority. Therefore, this amount is treated in the calculations similar to operating expenses and debt service as applicable to arrive at Remaining Revenues.

12. 50% of the allocable O&M Expense, Debt Service, and Amortization of the South APM System is included in the Terminal rate base.

Under the Rate and Revenue Sharing Agreement, airlines that (a) commit to an annual gate access assignment of at least one gate and associated space through the term of the Rate and Revenue Sharing Agreement, 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 through the term of the Rate and Revenue Sharing Agreement, are entitled to obtain the benefits of revenue-sharing (the Participating Airlines). In addition, the Authority has committed to not change the ratemaking methodology through the term of the agreement, without consent of Participating Airlines accounting for 75% or more of enplaned passengers, subject to any changes that might be required by the U.S. Department of Transportation (USDOT), FAA, or court order.

Under Rate and Revenue Sharing Agreement that was recently amended, (1) the Authority retains all Revenues generated from Airport Exclusive Revenue Sources and the first $110 million by which all other Revenues exceed all Debt Service and Operating Expenditures (including Operating Reserve Requirements and payment obligations under the Global Agreement with the Orlando Utilities Commission (as defined herein), (2) the next $17 million is credited to the Participating Airlines, (3) the third tranche (if any) is equal to the amount paid by the airlines in debt service coverage in the Fiscal Year and shared 25/75 between the Authority and Participating Airlines, (4) any remaining amounts is shared 50/50 between the Authority and Participating Airlines.

The 2024 adopted revisions to its rate methodology were included in the Authority's FY 2025 budget. In developing the financial forecasts, it was assumed that the ratemaking procedures effective as of FY 2025 in the Rate Methodology, Rate Resolution, and Rate and Revenue Sharing Agreement will remain in effect through the forecast period (FY 2025 through FY 2028).

The Authority expects that it will, at all times, 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 Senior Bonds, Outstanding Subordinated Obligations, the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds.

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
- Terminal Apron
- Terminal (including Terminals A, B, and C)

- Ground Transportation
- Hotel (located in the landside terminal building of the North Terminal)
- Other Buildings and Grounds
- 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 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'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 USDOT policy and applicable law.

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
2. Debt Service and Debt Service Coverage net of Available PFC Revenues, including OUC charges
3. Amortization of Authority-funded assets and imputed interest (computed net of amounts funded with the proceeds of Bonds, PFCs, and grants-in-aid) amortized over the economic life of the capital item
4. The allocable cost of the Authority's Terminal Administrative Space in the Terminals

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 cost of the apron associated with each of the NBE 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 as well as Authority office space. 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.

Security Screening Checkpoint Fee. Under the revised Rate Methodology, starting in FY 2025 all passenger airlines will pay a fee per enplaned passenger for the rental cost of security screening checkpoint space in the Terminals.

Airline rates and charges are established annually based on the 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 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 are charged the applicable Terminal Premises Rate for their use of such space. All gates are charged at the same rate, based upon the size of aircraft using such gate, 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.

Table 23 provides a list of Participating Airlines at the Airport as of November 2024. As of November 1, 2024, two new airlines became Participating Airlines: Alaska and Breeze. The Participating Airlines accounted for 94.9% of the passenger market share at the Airport in FY 2024.

Table 23
PARTICIPATING AIRLINES
Orlando International Airport
As of November 2024

AeroMexico	Breeze	JetBlue	Virgin Atlantic
Air Canada	British Airways	Silver	WestJet
Alaska	COPA	Southwest	
American	Delta	Spirit	
Bahamasair	Frontier	United	

Source: Greater Orlando Aviation Authority.

RECONCILIATION OF HISTORICAL FINANCIAL RESULTS

Table 24 presents a summary and reconciliation of the historical operating results of the Authority between Generally Accepted Accounting Principles (GAAP) and the Senior Bond Resolution, as obtained from the financial statements for FY 2022 and FY 2023 contained in the Authority's Annual Comprehensive Financial Report prepared on the basis of generally accepted accounting principles.

Table 24
RECONCILIATION OF HISTORICAL FINANCIAL RESULTS
Orlando International Airport
For Fiscal Years ended September 30, 2022 and 2023 (numbers in thousands)

	2022 (Restated)	2023
Net Income (per financial statements)		
Operating revenues	$ 609,264	$ 751,144
Operating expenses	(310,634)	(452,637)
Operating income before depreciation	$ 298,630	$ 298,507
Depreciation	(170,440)	(231,958)
Operating income	$ 128,190	$ 66,549
Non-operating revenues (expenses)	86,504	82,636
Capital contributions	37,279	55,470
Net Income	$ 251,973	$ 204,655
Net Revenues (per Bond Resolution)		
Revenues	$ 797,244	$ 862,092
Operations and Maintenance Expenses	(318,276)	(434,758)
Net Revenues	$ 478,968	$ 427,334
Required fund deposits	-	-
Net Revenues available for debt service	$ 478,968	$ 427,334
Reconciliation		
Net income	$ 251,973	$ 204,655
Add back:		
Depreciation	170,440	231,958
Interest expense	120,478	111,930
Non-capitalized expenditures from restricted and other accounts	(7,642)	17,879
Participating Airline revenue sharing	99,248	99,464
Fair Market Value Adjustment	13,382	(4,824)
Deduct:		
Investment income on restricted accounts and Non-trustee Revenue Account	1,205	(16,378)
Required deposits	-	-
Passenger facility charge (PFC) revenues	(100,353)	(107,364)
Customer facility charges	(37,090)	(39,945)
Grant income not available for debt service	(37,393)	(55,470)
Transfer to Project Account from Operation and Maintenance Account	-	-
Gain on sale of land, equipment and Other Non-operating	4,720	(14,571)
Net Revenues available for debt service	$ 478,968	$ 427,334

Source: Greater Orlando Aviation Authority.

AIRPORT CAPITAL IMPROVEMENT PROGRAM

On June 19, 2024, the Board adopted the 2024 - 2029 CIP with an estimated cost of $5.44 billion (as amended with minor funding sources modifications on October 16, 2024), which designed to accommodate existing and forecast passenger demand at the Airport from FY 2024 through FY 2029 and consists of:

- North Terminal capacity enhancements, renovations, and expansion
- Baggage handling system improvements
- Terminal C additional projects
- Terminal C Phase 2 early work and enabling projects
- Airfield rehabilitation projects
- Rental Car Expansion Program, including a consolidated rental car facility (ConRAC)
- Other projects to maintain and enhance the Airport

The 2024 - 2029 CIP is a multi-year plan of major capital projects, linked to the Authority's strategic goals, that provides a roadmap to implement projects, including targeted completion dates, budgets, and a funding plan. It is demand driven and dynamic in nature, reflecting current changes in the market, available funding, and the Authority's priorities. The Authority recently commenced with a MCO Master Plan Update (MPU) that is expected to be completed in mid-2027. The MPU will be a comprehensive study to identify future infrastructure improvements to accommodate the long-term growth in enplaned passengers, maintain and enhance the Airport's place as a premier airport, and fulfill its mission to seamlessly connect Florida and the world through exceptional experiences, collaboration, and creativity. The MPU will provide a blueprint for future short-, medium-, and long-term development of the Airport over the next 20 years and may recommend terminal expansions and renovations, additional parking facilities, airfield enhancements, and other significant projects and investments.

In addition to the 2024 - 2029 CIP, the Authority also undertakes Renewal and Replacement of major assets on an ongoing basis referred to as an R&R project. The Authority anticipates spending approximately $75 million per year for such improvements from FY 2025 through FY 2028. These amounts and associated amortization are included in the financial forecasts assuming roughly 74% are spent in airline cost centers.

The projects in the 2024 - 2029 CIP, their estimated costs, and the estimated funding sources are described below and summarized in Table 25. Cost estimates were provided by the Authority and its consultants and include construction, allowances for design development, project and construction management, contingencies, and escalation.

The 2024 - 2029 CIP represents, to the Authority's best knowledge and belief at this time, all of the significant capital improvements expected to be undertaken through FY 2029 expected to be funded with Airport bonds. As noted earlier, the Authority may undertake additional improvements to the extent additional State and/or Federal grants are received or CFC revenues are dedicated for additional rental car improvements. The Authority reassesses its capital needs at least annually and will modify the 2024 - 2029 CIP as necessary to accommodate demand-driven traffic activity, security needs, any needed receipt of required environmental and other regulatory approvals, and other factors, which could result in increases or decreases to the 2024 - 2029 CIP 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.

Table 25

SUMMARY OF 2024-2029 CIP PROJECT FUNDING

Greater Orlando Aviation Authority

(in thousands)

		ESTIMATED FUNDING SOURCES														
		FAA Grants			Other			PFC Revenues			General Airport Revenue Bonds					
			BIL	BIL		Federal	GOAA	PFC	PFC-Supported Bonds		Senior	Future Senior	Subordinated			Other
	Project Cost Estimate	AIP	AIG	ATP	FDOT	Grants	Funds	Paygo	Prior	2024	Prior	2026	2024	2028	2028 RAC	Funds
NORTH TERMINAL COMPLEX																
Baggage Program Enhancements	5,141	-	-	-	-	-	-	-	-	-	4,408	-	733	-	-	-
Baggage Handling System	652,000	-	-	-	-	-	-	-	-	-	-	326,000	-	326,000	-	-
CCTV Projects	10,038	-	-	-	3,250	-	3,538	-	-	-	1,011	-	2,239	-	-	-
Changing Regulatory Requirements	26,500	-	-	-	-	-	6,000	-	-	-	12,000	-	8,500	-	-	-
Airside 2 and 4 APM System Updates	5,882	-	-	-	-	-	5,882	-	-	-	-	-	-	-	-	-
Airside 2 and 4 APM System Replacement	253,000	-	-	-	47,978	-	2,240	-	-	98,919	3,030	50,000	50,832	-	-	-
North Terminal Security Checkpoints	27,082	-	-	-	-	-	16,944	-	-	-	9,508	-	481	-	-	149
Passenger Processing Efficiency Systems	25,407	-	-	-	-	-	6,960	-	-	-	3,193	-	15,254	-	-	-
Airline Terminal Improvement Account	67,704	-	-	-	-	-	-	-	-	-	31,903	19,000	16,801	-	-	-
Security Enhancement Program (incl Access Control)	12,014	-	-	-	1,890	-	-	-	-	-	347	-	9,777	-	-	-
Signage - Terminal	4,726	-	-	-	-	-	-	-	-	-	-	-	4,726	-	-	-
Health & Safety Renovations - General	1,750	-	-	-	-	-	-	-	-	-	242	-	1,508	-	-	-
Health & Safety Renovations - Virtual Ramp Control (VRC)	8,250	-	-	-	-	-	-	-	-	-	8,250	-	-	-	-	-
Health & Safety Renovations - Self Service Bag Drop Projects	5,000	-	-	-	-	-	5,000	-	-	-	-	-	-	-	-	-
North Terminal Buildings' Roof Replacement	20,000	-	-	-	-	-	-	-	-	-	-	15,000	5,000	-	-	-
North Terminal Vertical Circulation Improvements	42,000	-	-	-	-	-	17,000	-	-	-	-	10,000	15,000	-	-	-
North Terminal Renovations	232,778	-	62,471	5,000	-	-	13,511	-	-	-	-	78,000	73,797	-	-	-
North Terminal Building System Upgrade	50,162	-	-	-	-	-	2,162	-	-	-	6,000	19,000	23,000	-	-	-
Passenger Boarding Bridges	9,000	-	-	-	-	-	-	-	-	-	-	-	9,000	-	-	-
	$ 1,458,433	$ -	$ 62,471	$ 5,000	$ 53,118	$ -	$ 79,237	$ -	$ -	$ 98,919	$ 79,892	$ 517,000	$ 236,648	$ 326,000	$ -	$ 149
AIRFIELD																
Taxiways G&H Rehabilitation - Phases 1 & 2 (Design and Constructio	70,950	48,111	-	-	8,021	-	2,220	-	-	-	-	-	12,598	-	-	-
Taxiways E&F Rehabilitation - Phases 1 & 2 (Design and Constructio	47,060	32,295	-	-	5,383	-	2,250	-	-	-	-	7,133	-	-	-	-
Airfield Single Mode Fiber (Design and Construction)	3,100	-	-	-	-	-	-	-	-	-	-	-	3,100	-	-	-
New Rwy 36L Cat II/III Infrastructure (Design and Construction)	2,675	-	-	-	-	-	-	-	-	-	-	2,675	-	-	-	-
Select Airside 1, 2, 3 & 4 Apron Rehabilitation	1,200	-	-	-	500	-	700	-	-	-	-	-	-	-	-	-
Replace 17L/35R Inpavement Lighting w/LED	2,800	-	-	-	-	-	-	-	-	-	-	2,800	-	-	-	-
Taxiway C - Phase 1 & 2 (Design and Construction)	41,440	27,930	-	-	4,655	-	-	-	-	-	-	-	-	8,855	-	-
Taxiway B - Design	69,477	45,810	-	-	7,635	-	-	-	-	-	-	-	-	16,032	-	-
	$ 238,702	$ 154,146	$ -	$ -	$ 26,194	$ -	$ 5,170	$ -	$ -	$ -	$ -	$ 12,607	$ 15,698	$ 24,887	$ -	$ -

Note: Other funds include CFCs and other financing provided for Advanced Air Mobility (AAM). Totals may not add due to rounding.

Source: Greater Orlando Aviation Authority as of August 2024 for projects expected to be undertaken through FY 2029.

Table 25 (continued)

SUMMARY OF 2024-2029 CIP PROJECT FUNDING

Greater Orlando Aviation Authority

(in thousands)

	Project Cost Estimate	ESTIMATED FUNDING SOURCES															
		FAA Grants						PFC Revenues				General Airport Revenue Bonds					
			BIL	BIL			GOAA	PFC	PFC-Supported Bonds			Senior	Future Senior	Subordinated			Other
		AIP	AIG	ATP	FDOT	TSA	Funds	Paygo	Prior	2024		Prior	2026	2024	2028	2028 RAC	Funds
GROUND TRANSPORTATION																	
RAC QTA Projects	8,606	-	-	-	-	-	-	-	-	-		-	-	-	-	-	8,606
Terminal A&B Rental Car Counter & Lobby Improvements	16,000	-	-	-	-	-	-	-	-	-		-	-	-	-	-	16,000
Roadway Improvement Program	92,900	-	-	-	14,050	500	3,500	-	-	-		-	42,000	32,850	-	-	-
Rental Car Expansion Program (ConRAC & Parking)																	
ConRAC	1,435,491	-	-	-	-	-	-	-	-	-		-	-	-	-	-	1,435,491
Roads/APM	230,408	-	-	-	-	-	-	-	-	-		-	-	-	-	230,408	-
NT modifications/RACs	153,720	-	-	-	-	-	-	-	-	-		-	-	-	-	153,720	-
NT modifications/Terminal	75,713	-	-	-	-	-	-	-	-	-		-	75,713	-	-	-	-
GTC/Parking/QTA conversion	289,016	-	-	-	-	-	-	-	-	-		-	289,016	-	-	-	-
Signage - Roadway	12,067	-	-	-	6,033	-	-	-	-	-		4,444	-	1,590	-	-	-
Employee Parking Lot	10,158	-	-	-	-	-	192	-	-	-		9,965	-	-	-	-	-
Ground Transportation Facility Pedestrian Bridge	169,250	-	-	20,000	14,300	-	-	-	-	-		-	-	51,707	-	-	83,243
Roadway Congestion Management Projects	10,000	-	-	-	-	-	10,000	-	-	-		-	-	-	-	-	-
Parking Improvements	48,700	-	-	-	-	-	13,250	-	-	-		-	25,000	10,450	-	-	-
	$ 2,552,027	$ -	$ -	$ 20,000	$ 34,383	$ 500	$ 26,942	$ -	$ -	$ -		$ 14,409	$ 431,728	$ 96,597	$ -	$ 384,128	$ 1,543,340
OTHER																	
Fiber Infrastructure Program	17,428	-	-	-	-	-	10,620	-	-	-		-	-	6,808	-	-	-
Wildlife Attractant Removal (East Airfield)	10,000	-	-	-	-	-	1,000	9,000	-	-		-	-	-	-	-	-
Bulding Renovations	10,000	-	-	-	-	-	10,000	-	-	-		-	-	-	-	-	-
Security Detection System Improvement	4,200	-	-	-	-	-	1,000	-	-	-		-	-	3,200	-	-	-
Other - Misc	10,525	-	-	-	-	-	5,525	-	-	-		-	-	5,000	-	-	-
Advanced Planning Studies (APS) (cost center?)	11,000	-	-	-	-	-	-	-	-	-		-	-	11,000	-	-	-
C/E/F Annex 2 & Parking (new)	18,750	-	-	-	-	-	-	-	-	-		-	18,750	-	-	-	-
GOAA Infrastructure Development for Tenant Projects	30,000	-	-	-	-	-	-	-	-	-		-	10,000	20,000	-	-	-
Airport Power Systems Upgrades	10,000	-	-	-	-	-	-	-	-	-		-	-	10,000	-	-	-
Executive Lobby/Conference/Office Area Renovations	7,000	-	-	-	-	-	1,200	-	-	-		-	-	5,800	-	-	-
Advanced Air Mobility (AAM)	102,107	-	-	-	-	-	-	-	-	-		-	-	-	-	-	102,107
	$ 231,010	$ -	$ -	$ -	$ -	$ -	$ 29,345	$ 9,000	$ -	$ -		$ -	$ 28,750	$ 61,808	$ -	$ -	$ 102,107
Terminal C- Additional Projects																	
Terminal C ASC Gates C250-C253	462,000	-	85,727	99,990	23,543	-	30,746	40,000	9,590	54,500		-	32,000	85,904	-	-	-
Terminal C Gates C250-C253 Ramp RON & Airfield	170,000	-	74,028	-	7,244	-	3,000	19,319	-	-		5,677	20,000	40,731	-	-	-
Terminal C Enhancement Projects	54,883	-	-	-	219	-	753	129	268	-		6,906	-	46,608	-	-	-
Passenger Conveyance Systems	10,000	-	-	-	-	-	-	-	-	-		-	-	10,000	-	-	-
Terminal C Landscaping	12,000	-	-	-	-	-	1,208	-	-	-		-	-	8,792	-	-	2,000
South Computer Room Buildout	10,000	-	-	-	-	-	-	-	-	-		-	-	10,000	-	-	-
	$ 718,883	$ -	$ 159,755	$ 99,990	$ 31,006	$ -	$ 35,707	$ 59,448	$ 9,858	$ 54,500		$ 12,583	$ 52,000	$ 202,034	$ -	$ -	$ 2,000
Terminal C- Phase 2																	
Terminal C Ph 2 30% Design	40,000	-	-	-	-	-	12,000	28,000	-	-		-	-	-	-	-	-
Terminal C Ph 2 Early Work & Enabling Projects	200,000	-	-	-	-	-	5,000	-	-	-		-	195,000	-	-	-	-
	$ 240,000	$ -	$ -	$ -	$ -	$ -	$ 17,000	$ 28,000	$ -	$ -		$ -	$ 195,000	$ -	$ -	$ -	$ -
TOTAL FY 2024-2029 Capital Improvement Program	**$ 5,439,055**	**$ 154,146**	**$ 222,226**	**$ 124,990**	**$ 144,701**	**$ 500**	**$ 193,401**	**$ 96,448**	**$ 9,858**	**$ 153,419**		**$ 106,884**	**$ 1,237,085**	**$ 612,785**	**$ 350,887**	**$ 384,128**	**$ 1,647,595**

Note: Other funds include CFCs and other financing provided for Advanced Air Mobility (AAM). Totals may not add due to rounding.

Source: Greater Orlando Aviation Authority as of August 2024 for projects expected to be undertaken through FY 2029.

Terminal Projects

The Authority's 2024 - 2029 CIP includes a series of terminal improvements as follows:

1. ***North Terminal Renovations***. North Terminal Renovations include $232.8 million for restroom upgrades program as well as renovations to Airsides 1 and 3, Concessions, and Landside Levels 1 and 2.

2. ***Baggage Handling Systems***. This project includes $652 million to replace a portion of one side of the baggage system in Terminal A/B, pulling the screening to an outside building, and making more room for landside expansion on Level 2. This will be a multi-phased project extending through FY 2029. The associated debt service will not be realized until after FY 2026.

3. ***Terminal C Additional Projects***. This project includes $440 million for additional 8 NBE gates in Terminal C. These gates will be financed with the 2024 Bonds and are expected to be operational in FY 2027. Therefore, the cost and space are not included in the attached forecasts.

4. ***Terminal C Phase 2 Site and Apron Improvements***. This project includes $200 million for site and apron work to add an early usable component of Terminal C phase 2. This will provide additional Remain Overnight parking spaces and will allow for a more efficient use of the existing Terminal C gates.

5. ***Airfield Rehabilitation Projects***. This project includes two new Taxiway rehabilitation programs - Taxiway C Phase 1 Design & Construction for $41.4 million and Taxiway B Phase 1 & 2 Design and Construction for $69.5 million.

6. ***Rental Car Expansion Program]and Public Parking Improvements***. A consolidated rental car facility program for $2.2 billion, including $229 million of North Terminal modifications to facilitate passenger access to the APM to access the rental car facility. This will also provide for conversion of current RAC parking spaces in Garages A, B, and C into public parking, once the Rental Car Expansion Program is constructed (over 5,000 public parking spaces) and will also provide for roadway improvements, construction and signalization, and APM system improvements to connect passengers to the proposed Rental Car Expansion Program. The opening of the Rental Car Expansion Program – estimated at this time to be in FY 2031 – will free up public parking spaces in the terminal garages thereby reduce the need for GARB debt for this needed public parking expansion.

7. ***Other CIP Projects***. These projects include $102 million to design and construct a vertiport (a designated area specifically designed for the landing, takeoff, and servicing of vertical takeoff and landing (VTOL) aircraft). It is expected that the vertiport program would be largely financed by non-Authority sources.

Airfield

The Authority has identified a series of improvements to maintain the airfield, which have been programmed to maximize AIP and FDOT grant participation as follows:

1. ***East Airfield Taxiways Rehabilitation – Phase 2.*** This project provides a phased approach to taxiway improvements between the third and fourth runways to taxiways J, K, L and N that are part of the north-crossfield taxiway system, connecting the east and west airfields and the parallel taxiway to Runway 17L-35R. The scope of work includes mill and overlay for the asphalt pavement and shoulders, and improvements for airfield markings, lighting, and signage.

2. ***Taxiways G&H Rehabilitation – Phases 1 & 2.*** Existing taxiways G & H have undergone pavement condition and geometric studies to formulate scopes of work to renovate and upgrade the taxiways that originally opened in September 1989. Phase 1 of the project is now under construction and is improving the northern sections of the two taxiways and associated connector taxiways including pavement rehabilitation, taxiway shoulder replacement, improvements to taxiway geometry and safety areas and associated marking, airfield lighting, and signage. Phase 2 will be advanced in 2025 following the completion of Phase 1 and include similar improvements for the southern sections of the taxiways.

3. ***Airsides 1 & 3 Apron Rehabilitation – Phases 1 & 2 (Design Only.*** This project designs the partial reconstruction of the outer sections of the Airside 1 and 3 aprons where aircraft pushback and taxilane operations take place and are subject to dynamic loading that progressively aged the pavements. These pavements were placed in service in 1981 as part of the original opening of the North Terminal.

Ground Transportation

1. ***Rental Car Expansion Program.*** This program includes improvements for rental car facilities in the STC area and is funded entirely with CFC revenues.

2. ***Roadway Improvement Program and Signage.*** These projects consist of mill and overlay or rehabilitation of roadways sections or parts thereof, including but not limited to Commercial Lane at the Terminal, Cargo Road, Tradeport Drive, Bear Road, or other roadway improvements as determined by need and priority.

3. ***South Employee Parking Lot.*** This project will provide approximately 1,300 paved spaces in a lighted, secured lot located north of the South Cell Phone Lot and east of Jeff Fuqua Boulevard. The project will include roadway improvements to access the lot for employees and shuttle buses and there will be a central bus shelter for pick-up and drop-off of employees working at the North and South Terminals.

4. ***Ground Transportation Facility Pedestrian Bridge.*** This project will provide the missing public pedestrian connection between the Terminal C and the existing Intermodal Terminal Facility and South APM Station.

Other Improvements

1. ***Fiber Infrastructure Program.*** The fiber infrastructure program will provide for the completion, expansion, and modification of the fiber-optic loop connecting major nodes on Airport property. This work will include additional ductbanks, conduit, and cable, associated electronic devices, and facilities improvements, including new and improved Minimum Points of Entry (MPOE).

2. ***Wildlife Attractant Removal and Environmental Mitigation.*** The Wildlife Hazard Management Plan will reduce the amount of open standing water and aquatic vegetation on the east airfield to reduce wildlife attractants. Additional environmental mitigation efforts will also be undertaken.

3. ***Building Renovations.*** Building renovations include improvements to three ARFF facilities, roof replacements for non-terminal buildings, motor pool renovations, and other operation improvements such as warehouse expansion. Additional renovations are included for the executive lobby, conference, and office areas.

4. **Infrastructure Development** - As the Authority markets and explores development opportunities for the MCO campus, including the Heintzelman Boulevard corridor, The Tradeport Development Area, the East Airfield Development Area and the Mud Lake parcel, with a goal of increasing non-airline revenue, it is essential to provide basic infrastructure, i.e. utilities and roadway networks, to attract and quickly respond to development opportunities at the Airport. This project will provide for the planning and construction of infrastructure to be better prepared to quickly address inquiries for development opportunities.

5. **Other** - Other items include security detection system improvements such as under-vehicle detection and improvements to the perimeter detection system, power system upgrades, and planning studies.

Estimated Sources of Funding for the 2024-2029 Planned Capital Projects

As shown in Table 25, funding sources for the 2024 – 2029 CIP include AIP grants, Federal BIL grants, FDOT grants, PFC pay-as-you-go revenues, proceeds of previously issued Senior Bonds, bank Lines of Credit, pay-as-you-go CFC revenues, a potential TIFIA or RRIF loan supported by CFC revenues, Authority funds, third party sources, and the proceeds of the 2024 Senior Bonds, 2024 Subordinated Bonds, 2026 Bonds, and other debt which may include third party financing. The financial forecast for this report does not include bonds to finance NTC baggage system improvements, the Rental Car Expansion Program and associated improvements, and certain airfield improvements expected to be completed beyond the forecast period. The Authority has received all PFC approval for the projects shown in Table 25.

Grants. The Authority expects to use a combination of AIP, BIL, FDOT, and other grants to fund $641.6 million in project costs. Approximately $154.1 million of this amount is expected from a combination of entitlement and discretionary AIP grants to fund various airfield improvements under the 2024 – 2029 CIP. 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 based on the number of enplaned passengers and the amount of landed weight of all-cargo aircraft at the Airports. Other “discretionary” grants are awarded based on the FAA’s determination of the priorities for projects at the Airports and at other airports nationwide. The AIP grant program is subject to periodic reauthorization and appropriation by Congress. Congress passed the FAA Reauthorization Act of 2024 in May 2024 reauthorizing the FAA for FY 2024 to 2028 and providing a total of $105 billion in funding, which includes $4.0 billion of

AIP grants for airports annually. To the extent AIP grants are not available, the Authority may need to defer projects and/or issue debt to fund them.

On November 15, 2021, the Infrastructure Investment and Jobs Act (IIJA) was enacted, which provides $25 billion in new general fund revenue over the next five Fiscal Years for airports and air traffic control facilities. Of this amount:

1. $2.48 billion per year will be allocated to primary airports in two parts: first based on AIP apportionment formulas, and any remaining amounts based on enplanements. According to the FAA, MCO will be eligible for funding for FY 2024 – FY 2026 based on future year enplanements under. These grants can be used for PFC-eligible capital project costs and the Federal/local share for large and medium-hub airports will be 75%/25%.

2. $1 billion per year for a new airport terminal program administered by the FAA for terminal development projects (less a 3% allowance for FAA administration) of which 55% (or $533.5 million) will be set aside for large hub airports like MCO. These competitive terminal grants will be prioritized for projects that increase capacity and passenger access, replace aging infrastructure; achieve compliance with the Americans with Disabilities Act and expand accessibility for persons with disabilities, improve airport access for historically disadvantaged populations, improve energy efficiency, improve airfield safety through terminal relocation, encourage actual and potential competition); and projects for relocating, reconstructing, repairing, or improving an airport-owned air traffic control towers. These grants can be used for PFC-eligible capital project costs and the Federal/local share will be 80%/20%.

The Authority anticipates receiving $347.2 million of funding from BIL AIG and ATP grants, which includes $5 million from the recently announced FY 2025 BIL ATP allocation. In addition, the State of Florida actively participates 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. FDOT grants are expected to total approximately $144.7 million. Other grants are expected to total $500,000.

PFC Revenues. The Authority estimates that approximately $259.7 million of PFC funding will be used to fund various terminal, airfield, roadway, and STC projects in the 2024 – 2029 CIP. This includes $96.4 million of pay-as-you-go PFC funding, $9.9 million in previously issued PFC-supported Senior Bond proceeds, and $153.4 million of the proposed 2024 Bond proceeds. The Authority intends to designate certain PFC Revenues as Available PFC Revenues to fund an additional $153.4 million in project costs from the PFC-supported portion of the 2024 Bonds. PFC-use approval on both a pay-as-you-go basis and leveraged basis is also reflected in the financial forecasts presented in this report.

Authority Funds. Authority funds, in the amount of $193.4 million, will be funded from the Capital Expenditure Fund and Discretionary Fund.

Bonds and Subordinated Indebtedness. Table 26 summarizes the estimated amount of Senior Bonds, Subordinated Indebtedness, and CFC standalone debt contemplated to finance the 2024 – 2029 CIP.

Authority management is exploring the potential for a TIFIA loan from the USDOT to fund a portion of the costs for the proposed ConRAC. Such a loan could be essential to the project financial feasibility and would be secured by rental car customer facility charges (CFCs) similar to the existing CFC bank

loan that matures in FY 2028. A TIFIA or RRIF loan is expected to have lower financing costs for the taxable debt elements of the ConRAC program than a CFC-secured bank loan or bonds. The extent and terms of a potential TIFIA or RRIF loan will be addressed in the near term as part of the advancement of the program. The Authority currently anticipates funding the ConRAC facility with a combination of CFC paygo, a TIFIA or RRIF loan, and CFC standalone bonds, none of which is expected to impact airline rates and charges.

Table 26
SUMMARY OF DEBT FUNDED PROJECT COSTS FOR 2024 – 2029 CIP
Orlando International Airport
(in thousands)

	PFC-Supported Bonds		GARB Senior	Subordinated		CFC	
Airport Facility	Prior	2024	2026	2024	2028	Standalone	Total
North Terminal	$ -	$ 98,919	$ 517,000	$236,648	$326,000	$ -	$ 1,178,567
South Terminal C	9,858	54,500	247,000	202,034	-	-	513,393
Airfield	-	-	12,607	15,698	24,887	-	53,192
Ground Transportation	-	-	431,728	96,597	384,128	897,353	1,809,805
Other	-	-	28,750	61,808	-	-	90,558
	$ 9,858	$153,419	$ 1,237,085	$612,785	$735,015	$ 897,353	$ 3,645,515

Source: Greater Orlando Aviation Authority, 2024 – 2029 CIP.

Other Funds. Other funds totaling $1,647.6 million include (1) $897.4 million from CFC Indebtedness and $538.1 million in CFC paygo to fund a significant share of the ConRAC and (2) $102.2 million from private development or operator money primarily for Advanced Air Mobility (AAM) infrastructure at MCO.

PLAN OF FINANCE

Exhibit A shows the estimated sources and uses of funds for projects being funded in whole or in part from Bonds. The Authority's independent registered municipal advisors - PFM Financial Advisors LLC and Acacia Financial Group, Inc. (the Municipal Advisors) - provided the estimated sources and uses of funds and estimated debt service requirements for the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds used to finance a portion of the 2024 – 2029 CIP based on information provided by the Authority. Exhibit A also shows the associated sources of funding, including funding from proceeds from the 2024 Senior Bonds, the 2024 Subordinated Bonds, and the 2026 Bonds as described below.

The Authority has financed portions of the costs of the 2024 – 2029 CIP on an interim basis using its Lines of Credit. As shown in Exhibit A, the 2024 Senior Bonds are expected to provide proceeds to fund approximately $153.4 million in project costs, the 2024 Subordinated Bonds are expected to provide proceeds to fund approximately $617.8 million in project costs, and the 2026 Bonds are

expected to fund $911.1 million in other CIP project costs as well as to repay certain draws on the Lines of Credit and their associated interest expense.*

The costs to finance projects in the 2024 – 2029 CIP that are not expected to come online during the forecast period, including the baggage handling system for the North Terminal and the Rental Car Expansion Program, are not included in the plan of finance or financial forecasts in this report. The baggage handling system project is a multiyear, multi-phased program of which the $652 million in the CIP represents the first of four phases with this initial phase not expected to become operational until FY 2030 at the earliest. The Authority has engaged consultants to develop a more definitive design, scope, and budget for this project. Although the Rental Car Expansion Program is included in the CIP, the Authority is not committed to develop this project until there is more certainty regarding its design, scope, budget, and means of funding, and until there is further progress on negotiations with the on-Airport rental car companies to support its development. Two airfield projects - Taxiway C - Phase 1 & 2 (Design and Construction) and Taxiway B (Design) - which are expected to be financed in part with Bonds, are also not included in the financial projections because they are not expected to be completed during the forecast period.

The specific form, amount, and timing of debt to finance the remaining costs to be financed for the 2024 – 2029 CIP have not been determined at this time. Although the Authority would consider various financing options regarding the anticipated financings, for purposes of this report the Municipal Advisors made the following assumptions regarding the issuance of Senior Bonds and Subordinated Bonds to fund portions of certain projects in the 2024 – 2029 CIP timed for cash flow needs, all of which would have a bond funded Debt Service Reserve.

2024 Senior Bonds	
Project Costs	$153.4 million
Term	25 years
Spread to Market Rates*	50 basis points
Capitalized Interest Period	None
Debt Structure	Level Debt Service
2024 Subordinate Bonds	
Project Costs	$617.8 million
Term	27 years
Spread to Market Rates*	50 basis points
Capitalized Interest Period	Through 10/1/2026
Debt Structure	Level Debt Service
2026 Bonds	
Project Costs	$911.1 million
Term	25 years
Spread to Market Rates*	50 basis points
Capitalized Interest Period	Through 10/1/2027
Debt Structure	Level Debt Service

* As of November 14, 2024. Preliminary and subject to change.

*The Authority has and expects to finance portions of the costs of the CIP on an interim basis using its Lines of Credit and intends to repay them with Bond proceeds.

The Authority also plans to refinance the Airport Facilities Revenue Bonds Series 2015A in mid-2025 when they become callable to accelerate the principal payments in consideration of future borrowing associated with the CIP. The anticipated restructuring of debt service from this planned refinancing has been incorporated into the financial forecasts accompanying this report. In addition, the Authority plans to issue CFC-standalone debt for the ConRAC as described below. Such debt has no lien on Revenues and therefore is not incorporated into the financial forecasts.

Estimated Debt Service requirements presented in Exhibit C for the proposed 2024 Senior Bonds, proposed 2024 Subordinated Bonds, Refinanced 2015A Bonds, and Anticipated 2026 Bonds were provided by the Municipal Advisors.

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 2029). Congress has allocated a certain amount to be reimbursed each year to airports that initially funded the baggage systems themselves. Amounts shown for "other" in Exhibit B include $26.2 million in receipts from TSA for certain PFC expenditures related to the initial Inline baggage system purchased by the Authority.

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 certain Outstanding Bonds (Series 2022C/D/E Bonds, 2015A Bonds, 2016B Bonds, 2019A Bonds, 2022A Bonds, and the 2024 Senior Bonds as well as for approved and forecast pay-as-you-go PFC expenditures. In December 2023, the Authority paid off the balance of the PFC-supported 2010A Bonds using balances in the PFC Fund as shown on Exhibit B.

The 2024 Senior Bonds, when issued, will be designated as issued to finance portions of eligible project costs constituting a PFC project.

GLOBAL AGREEMENT WITH OUC FOR CENTRAL ENERGY PLANT

In June 2019, the Authority entered into a Global Agreement* with the OUC for, among other things, the ownership and operation of the central energy plant for Terminal C. The Authority entered an Amended and Restated Global Agreement (ARGA) on November 12, 2021. Under the ARGA OUC:

1. Right to use and obligations to maintain a Back-Up Generation Facility
2. Constructed, owns, operates, and maintains 12 kV Emergency Distribution Services
3. Right to use and obligation to maintain the Central Energy Plant
4. Constructed, operates, and maintains a solar energy facility

OUC has considerable expertise in the operation of utility systems and has on- site operators trained in initial troubleshooting of the backup generation facilities. This provides OUC expertise on Airport property 24/7/365 to provide immediate initial response. OUC has agreed to provide minimum response times in the event of a shut down or loss of power to MCO of 30 minutes.

The Authority funded the engineering, procurement, and construction of the Back-Up Generation Facility and Central Energy Plant. OUC designed, engineered, and constructed the 12 kV electrical distribution system and solar energy facilities at MCO.

*Defined terms used in this section have the meanings given in the ARGA.

Upon Substantial Completion of Terminal C Phase 1 by the Authority and OUC, in November 2022, OUC purchased the right to use and obligation to maintain, as well as risk of loss, of the Back-Up Generation Facility, Central Energy Plant, and the solar energy facility capital assets and began operating and maintaining all of the Projects for the 20-year term of the ARGA. OUC is responsible for all capital improvements subsequent to turn over during the term.

Pursuant to the ARGA, the Authority will make monthly payments to OUC over 20 years for (1) a variable maintenance and usage charge (which escalates at 75% of CPI per year) and (2) a fixed capacity charge ($4.9 million per year). The OUC payments are made from the Discretionary Fund.

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 historical (FY 2019 through FY 2023), budgeted FY 2024, budgeted FY 2025 and forecast (FY 2026 through FY 2028). Historical O&M Expenses were obtained from the Authority's records and reconciled to the audited financial statements.

Individual components of O&M Expenses were forecast taking into account the FY 2025 budget; assumed increases in the unit costs of labor, services, utilities, and supplies as a result of price inflation; and additional costs associated with moving walkways coming online in FY 2026 for Terminal C and four additional (8 NBE) Terminal C gates that are expected to become operational in FY 2027 as provided by 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 4.5% per year from the FY 2025 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 (FY 2019 through FY 2023), preliminary actual FY 2024, and forecast (FY 2025 through FY 2029) Revenues by type of revenue for FY 2019 through FY 2028. 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 2022 through FY 2023, preliminary actual Revenues for FY 2024, the FY 2025 budget, allowances for inflation as appropriate, 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 along with a slight incremental increase in FY 2026 for terminal concession revenues, reflecting a refresh of concession vendors and space in Terminal A/B as described below.

Revenues from sources related to passengers, such as parking and terminal concessions, and from sources related to aircraft activity, such as landing fees, were forecast to change in part as a function forecast passengers. The specific assumptions underlying the individual components of Revenues are summarized in the following sections. In most instances, historical revenues and revenues per passenger are discussed for FY 2023, the most recent audited full year.

Table 27 presents a summary of Revenues by source for FY 2019 through FY 2023. The amounts shown for FY 2021 and FY 2022 also include reimbursement of outstanding subordinated debt.

Table 27
FY 2019 - FY 2023 REVENUES BY SOURCE
Orlando International Airport
(in thousands)

	Revenues						Percent of Operating Revenues				
	2019	2020	2021	2022	2023	2024	2019	2020	2021	2022	2023
Airline Revenues	$ 221,073	$ 173,541	$ 166,724	$ 220,032	$ 314,660	$ 373,803	38.0%	35.4%	28.4%	27.6%	36.5%
Non-airline Revenues											
Terminal Area Rents - Nonairline	$ 11,380	$ 10,677	$ 10,387	$ 12,556	$ 15,762	$ 16,682	2.0%	2.2%	1.8%	1.6%	1.8%
Advertising	5,363	5,209	3,495	5,302	6,104	8,488	0.9%	1.1%	0.6%	0.7%	0.7%
Food and Beverage	31,553	21,489	22,289	34,469	43,040	46,642	5.4%	4.4%	3.8%	4.3%	5.0%
Merchandise and Services	33,113	22,008	19,201	29,451	38,900	41,643	5.7%	4.5%	3.3%	3.7%	4.5%
Parking Facilities (on and off Airport)	78,444	48,479	52,992	83,380	98,860	117,263	13.5%	9.9%	9.0%	10.5%	11.5%
Car Rentals, including P2P	101,270	81,889	87,125	129,817	134,379	133,476	17.4%	16.7%	14.8%	16.3%	15.6%
Commercial Lane	19,769	12,072	10,785	19,803	25,520	32,559	3.4%	2.5%	1.8%	2.5%	3.0%
Other Buildings and Grounds	19,481	18,747	19,254	23,217	25,523	27,517	3.3%	3.8%	3.3%	2.9%	3.0%
Hotel	44,357	28,980	25,701	49,277	56,248	56,788	7.6%	5.9%	4.4%	6.2%	6.5%
Other Operating Revenue1	16,403	11,950	14,047	19,819	20,214	39,041	2.8%	2.4%	2.4%	2.5%	2.3%
Subtotal - Non-airline Revenues	$ 361,132	$ 261,500	$ 265,275	$ 407,092	$ 464,550	$ 520,098	62.0%	53.4%	45.2%	51.1%	53.9%
Total Operating Revenues	$ 582,205	$ 435,041	$ 431,999	$ 627,124	$ 779,210	$ 893,901	100.0%	88.8%	73.6%	78.7%	90.4%
Non Operating Revenues*							Percent of Non-Operating Revenue				
Proceeds from Disposal of Assets	$ -	$ 43,579	$ 5,675	$ -	$ -	$ -	0.0%	79.7%	3.7%	0.0%	0.0%
Federal COVID-19 Grants - Debt Service	-	-	144,843	162,112	42,602	-	0.0%	0.0%	93.4%	95.3%	51.4%
Interest Earnings and Other	15,647	11,110	4,630	8,008	40,279	43,313	100.0%	20.3%	3.0%	4.7%	48.6%
Subtotal - Non-Operating Revenues	$ 15,647	$ 54,689	$ 155,148	$ 170,120	$ 82,881	$ 43,313	100.0%	100.0%	100.0%	100.0%	100.0%
Total Revenues	$ 597,852	$ 489,730	$ 587,147	$ 797,245	$ 862,091	$ 937,215					

Source: Greater Orlando Aviation Authority.
Note: May not add due to rounding.

Airline Revenues

Airline revenues represented 38.0% of non-operating Revenues of the Airport in FY 2019 (pre-COVID-19) and 40.5% in FY 2023. Airline revenues declined 21.5% from $221.1 million to $173.5 million between FY 2019 and FY 2020 reflecting actions taken by the Authority in the second half of FY 2020 to reduce costs and lower Facility Fees due to the steep decline in traffic resulting from the pandemic. With Terminal C opening in FY 2022, airline revenues increased 32% to $230 million, reflecting additional square footage to operate the new 1.7 million square foot Terminal C as well as overall increases in O&M Expenses due to heightened inflation and increases in traffic. A significant portion of the Terminal C debt service in FY 2022 was paid with Federal COVID-19 grant revenue. Airline revenues increased another 42.5% in FY 2023 as debt service became payable from airline fees and charges for new Terminal C.

Landing Fees. Under the 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), allocable cost of the Authority's Terminal Administrative Space, 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), allocable cost of the Authority's Terminal Administrative Space, 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.

An RON fee is calculated to recover the cost of the RON spaces and charged in 12-hour increments for the use of RON parking.

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.

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. The Authority may award an Airline "priority access" rights to certain gates, which gives the Airline scheduling priority at such gates, as specified from time to time in the Authority's Operating Policies and Procedures. Specifically, a Participating Airline may be assigned priority gate access if they meet the utilization threshold established in the operating procedures, which is currently six turns per gate per day.

Table 28 shows the number of aircraft gates assigned to the Participating Airlines at the Airport for FY 2024 and the Authority's estimate for FY 2025 through FY 2029. As shown, 86 narrow-body equivalent gates are currently assigned to the Participating Airlines on an annual access basis and the balance is available to be used on a common use, per-turn fee basis. The FY 2025 - 2029 annual access assignment is based on information provided by the Participating Airlines to the Authority. Participating Airlines must commit to at least one gate for the 2-year FY 2025 and FY 2026 period.

Table 28
NUMBER OF COMMITTED NBE ANNUAL ACCESS GATES BY AIRLINE
Orlando International Airport
As of October 1, 2024
By Fiscal Year

Assigned Under Letters of Authorization	2024	2025-2028*
Aero Mexico	1	1
Air Canada	1	1
Alaska	-	1
American	9	9
Bahamas Air	1	1
Breeze	-	1
British Airways*^	1.5	1.5
Copa	1	1
Delta	8	8
Frontier	9	9
JetBlue	10	10
Silver	1	1
Southwest	20	16
Spirit	12	9
United	9	9
Virgin Atlantic**	1.5	1.5
Westjet	1	1
Total Committed Annual Access NBE Gates	86	85
Uncommitted Gates	27	28
Total	113	113

* It was assumed that the number of Access Gates assigned to each airline under the new LOAs effective for FY 2025 and FY 2026 would continue through FY 2028.
** British Airways and Virgin Atlantic are assigned Jumbo Annual Access Gates.
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), amortization, allocable cost of the Authority's Terminal Administrative Space, and the OUC obligation charge. From this amount, the FIS Requirement, the Airline Equipment Requirement, Baggage System Operating Expenditures, and Miscellaneous Direct Reimbursements are deducted to yield a Net Terminal Requirement, which is then divided by total Rentable Space to yield the Terminal Premises Rate.

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 fee per person-on-board for the use of the FIS payable by airlines. The FY 2024 rate was $4.50 and the FY 2025 rate is $6.00 per person-on-board. It was assumed that the FY 2025 rate would remain in effect for the forecast period.

Airline Equipment Charge. 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.

Baggage System Fees. Common Use Baggage Charges are charged to recover the costs of the Inbound Baggage System and the Outbound Baggage System. These charges consist of space rentals and O&M Expenses associated with each system. Starting in FY 2025, there will be a single charge per passenger (enplaning and deplaning) equal to the total cost to operate the Airport-wide baggage system divided by total passengers. Prior to FY 2025, there were separate charges for each of Terminal A/B and Terminal C and within each terminal a charge for inbound vs. outbound passengers. The methodology was simplified under the new Rate Methodology and the cap on the recovery of costs relative to the number of total passengers in each terminal and the design capacity was eliminated.

The Authority retains the right to allocate the baggage system fees on the basis of checked bags instead of passengers when it has a reasonable degree of reliability to count total bags by airline processed through both the Inbound Baggage System and Outbound Baggage System.

Common Use Fees. 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.

Security Screening Checkpoint Fee. Under the revised Rate Methodology, starting in FY 2025 all passenger airlines pay a fee per enplaned passenger for the rental cost of security screening checkpoint space in the Terminals.

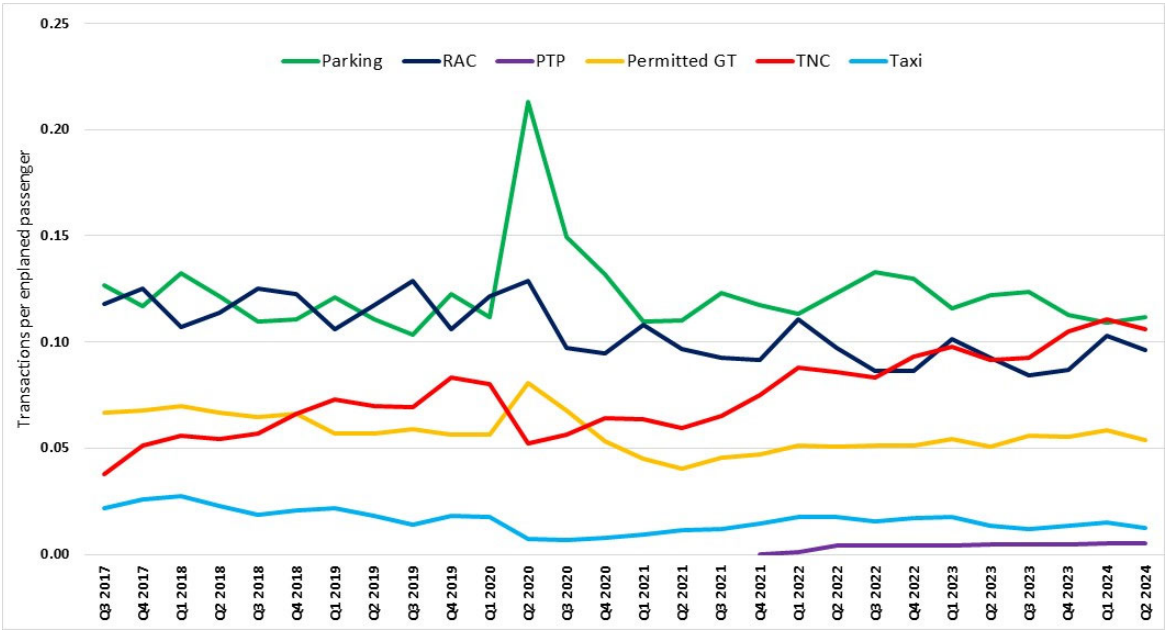
Airline Payments per Enplaned Passenger. Exhibit E-3 presents historical and forecast airline payments per enplaned passenger from FY 2019 through FY 2028 after taking into consideration revenue sharing payments as set forth in the applicable Rate and Revenue Sharing Agreements.

Non-Airline Revenues

The principal sources of non-airline revenues include rental car revenues, automobile parking revenues, Transportation Network Companies (TNCs) such as Uber and Lyft, terminal concession revenues, hotel revenues, non-airline terminal space rents, cargo, fuel system revenues, land and building rentals, interest income, and miscellaneous other revenues. Forecasts of non-airline revenues are based on the provisions of existing agreements and allowances for inflation, forecast increases in enplaned passengers, and other factors.

Overview of Ground Transportation. Ground transportation revenues at the Airport consist of parking revenues, rental car revenues, permitted ground transportation (GT) customer fees (including Vehicle-for-Hire, Out-of-Town Shuttle, Non-Concessionaire, Concessionaire, Off-Airport Rental Car Operator, Off-Airport Parking Operator), transportation network company (TNC) trip fees, and taxi fees. Figure 17 shows the trends in ground transportation transactions per enplaned passenger at the Airport since October 2017.

Figure 17
GROUND TRANSPORTATION TRANSACTIONS PER ENPLANED PASSENGER
Orlando International Airport



Note: PTP represents Peer to Peer parking transactions
Source: Greater Orlando Aviation Authority.

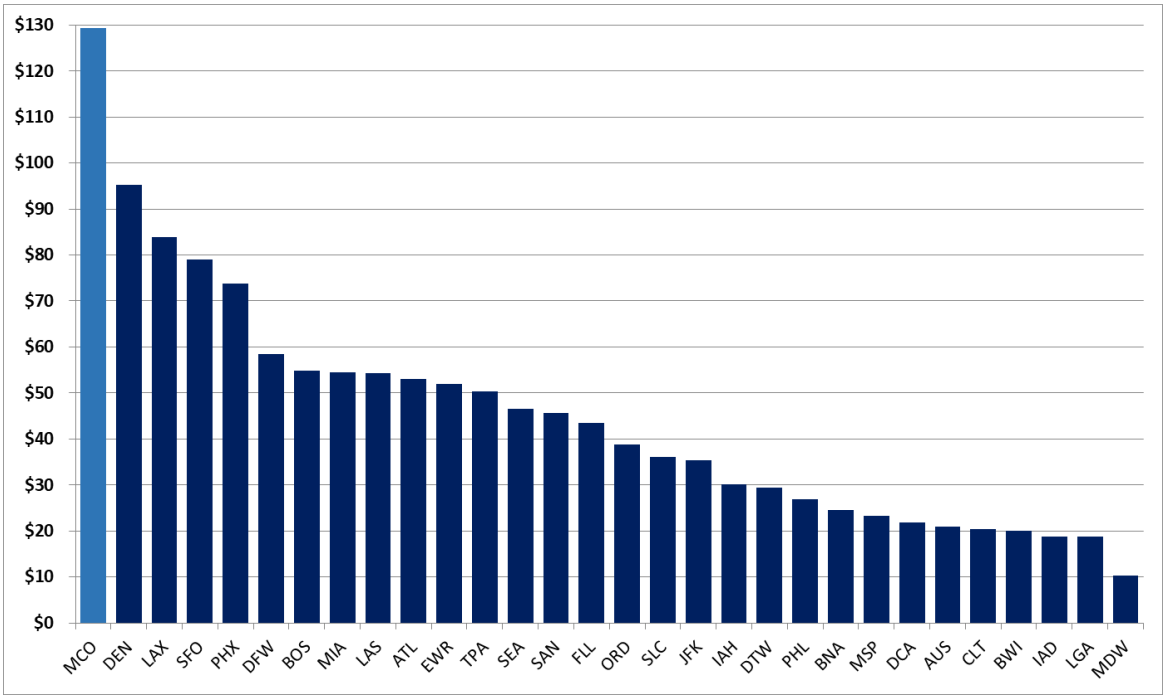
Prior to the pandemic, TNCs appeared to have affected all modes of transportation to and from the Airport but had the most significant impact on taxis and permitted ground transportation companies and a modest impact on parking and rental car transactions. However, overall there had been a positive impact on ground transportation revenues pre-pandemic because TNCs are charged the same rate as pre-arranged transportation services. During the pandemic, TNC trips declined more than parking and rental car transactions reflecting hygiene concerns and the desire to minimize the prospect of close contact with others. Since the pandemic, the reduction in rental car trips per enplaned passenger reflects the shortage of cars to rent at the Airport and the corresponding increase in pricing to rent a car. The pre-pandemic patterns appear to be returning except for rental cars, which continue to experience a shortage in vehicles due to a semiconductor microchip manufacturing shortage, which has impacted the rental car companies' ability to obtain a sufficient supply of new vehicles. Peer to Peer (PTP) parking - where individuals rent out their cars to other people through a digital platform that are parked in Airport spaces - has also been slightly affecting RAC transactions.

Although the ultimate long-term impact is unknown at this time, it is forecast that the propensity to use TNCs and rental cars will ultimately return to their pre-pandemic levels as the rental car companies ultimately are able to increase the size of their fleets. As such, GT revenues are generally forecast to increase with passengers.

Rental car and parking may be affected by the addition of the Brightline train with transportation to South Florida, as certain passengers may elect to take the train versus renting a car or parking.

Rental Cars. Rental car and P2P revenues are the second largest source of Revenues after airline rates and charges, accounting for $134.4 million in FY 2023, equal to 17.2% of total operating Revenues (excluding CFCs, which are not part of Revenues). P2P revenues represented $4 million of this amount. As shown on Figure 18, MCO was the largest rental car market in the U.S. in terms of net rental car revenues (excluding CFC revenues) based on FY 2023 data as reported to the FAA under Certification Activity Tracking System Form 127.

Figure 18
FY 2023 RENTAL CAR REVENUES (in millions)
Large Hub Airports



Source: FAA Certification Activity Tracking System Form 127, FY 2023, accessed November 2024; excludes CFC revenues.

In 2022, the Authority and the on-Airport rental car companies entered into a 10-year agreement. Among other things, the new agreement provides for the leasing of space in the Terminal C garage and the remote (Wetherbee) service area.

Four rental car companies representing 10 brands of rental car companies, which collectively comprised approximately 94% of the Airport rental car market in FY 2023, have agreements with the Authority to operate on-Airport - (1) Avis Budget Car Rental, LLC (Avis , Budget, and Payless brands), (2) Enterprise Leasing Company of Orlando, LLC (Enterprise, Alamo, and National brands), (3) The Hertz Corporation (Hertz, Dollar and Thrifty brands) and (4) Sixt Rent A Car, Inc. Under these agreements that are scheduled to expire September 30, 2032, the companies pay (1) 10% of gross receipts (which applies to both on- and off-Airport rental vehicle companies, however onsite companies must pay the greater of 10% of gross receipts or a minimum annual guarantee, (2) ready/return space rent rate per square foot space, (3) QTA rent per square foot space, 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.

The Authority also collects a fee from the off-Airport rental car companies using the Airport equal to 10% of gross revenue.

The proposed Rental Car Expansion Program, which includes the ConRAC, is currently in the early stages of development. While this proposed program will require amendments to the above referenced agreements, such revisions are not expected to affect the revenues paid to the Authority under the agreements during the forecast period.

In FY 2023, Enterprise Holdings accounted for 29.3% of total gross rental car revenues generated by on-Airport and off-Airport companies. Avis/Budget accounted for 29.3% of total gross rental car revenues, Hertz for 26.2%, Sixt for 6.2%, and the off-site companies 6.2%.

The companies also collect and remit CFCs to the Authority, which are not part of Revenues. The CFC revenues are expected to fund components of the 2024 – 2029 CIP as described earlier. The 2024 – 2029 CIP includes a proposed ConRAC adjacent to Terminal C to accommodate future facility growth for the on-Airport rental car companies, which will be funded with CFC pay-as-you-go revenues and CFC standalone debt as noted earlier.

Rental car concession fees for on-Airport and off-Airport companies are forecast taking into account recent trends in revenues per visiting O&D passenger, forecast changes in visiting O&D passengers, and a modest allowance for inflation in pricing.

Other on-Airport rental revenues are forecast based on contractual space leased, current rates, and rate escalators. The amount of space leased by the on-Airport rental car companies in Terminal C and the C Garage has increased since Terminal C opened in September 2021.

Automobile Parking Revenues. Public automobile parking is the third highest source of operating revenues at the Airport, accounting for $51.6 million, or approximately 11.9% of operating revenues in FY 2021, $81.1 million, or approximately 12.9% of operating revenues in FY 2022, and $96.0 million, or approximately 12.3% of operating revenues, in FY 2023.

As shown on Table 29, parking facilities located on the Airport provide approximately 22,800 public automobile parking spaces. The Authority offers the following five parking alternatives and recently started taking reservations:

1. Garage A and B located above or adjacent and connected to the NTC landside terminal
2. Terminal Top located in the garage above the NTC landside building
3. NTC curbside valet
4. Garage C adjacent and connected to the STC
5. Economy located at remote lots less than one mile from the NTC and STC

Beginning October 1, 2023, parking rates were: (a) North, South, and West economy lots ($14 per day); (b) surface lots #1-3 ($20 per day); (c) terminal top parking located in the garage above the North Terminal Complex landside building ($24 per day); (d) Parking Garages A, B, and C ($24 per day); (e) valet parking ($35 per day); and (f) parking reservations ($32 per day). The Authority intends to raise the daily rate for each parking product by $4 per day at the beginning of FY 2026 and FY 2028, which was incorporated into the financial forecast.

Table 29
PUBLIC PARKING FACILITIES – LOCATION AND CAPACITY
Orlando International Airport
As of November 2024

Facility	Location	Current Spaces
Garage		
NTC Garage A *(a)*	Adjacent to Terminal-A (North)	3,431
NTC Garage B *(a)*	Adjacent to Terminal-B (South)	3,327
NTC Terminal Top	Above Landside Terminal (Levels 4-10)	1,651
NTC Hyatt Valet	Adjacent to Terminal-B (South)	115
STC Garage C	Adjacent to Terminal-C	2,398
Garage Total		10,922
Economy		
North Park Place (Blue Lot)	North of NTC Landside Terminal	3,365
Gold Lot (west) *(b)*	Northwest of NTC Landside Terminal	3,119
South Park Place (Red Lot)	South of NTC Landside Terminal	4,500
Surface Lots 1, 2, and 3	Adjacent to STC	903
Economy Total		11,887
Public Parking Total		22,809

(a) Includes 200 valet spaces on demand.
(b) This lot has remained open since May 27, 2023.

Source: Greater Orlando Aviation Authority.

Figure 19 illustrates the location of the Airport parking facilities.

Public parking facilities at the Airport are operated for the Authority under a management agreement with ABM Aviation, Inc. (ABM) since March 2023 and lasts for five years. 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.

Figure 19
PUBLIC PARKING FACILITIES MAP
Orlando International Airport
As of November 2024



Source: Greater Orlando Aviation Authority.

In addition to the public parking spaces, parking revenues are generated from employee parking (approximately $7.4 million in FY 2023) and off-Airport private lots. There are 10 permitted off-Airport private parking facilities that provide approximately 10,000 additional automobile parking spaces. These spaces accounted for approximately $2.9 million in FY 2023.

The Authority has entered into an agreement with Turo for car sharing conducted on-Airport whereby Turo must pay the Authority 10% of gross revenues and the respective parking fees for the vehicles while parked in Airport lots. Revenues under this agreement were approximately $4.0 million in FY 2023. The agreement has an initial term of one year, which began in March 2022, with automatic

renewal for additional terms of one year each, unless terminated by either party with written notice 30 days prior to the end of the then current term.

Commercial Lane and P2P Parking Fees. Ground transportation revenues are generated by various ground transportation operators, including taxis and TNCs, cruise line and tour operators, and commercial lane vehicles. These operators are required to pay airport fees such as privilege and dwell fees based on vehicle trips and the number of passenger pickups. Commercial lane vehicles include vehicle-for-hires, hotel shuttles, off-airport rental car shuttles, off-airport parking shuttles, and other types of ground transportation companies. Ground transportation fees also includes payment from companies that provide vehicles to airport passengers a PTP car-sharing operating agreement such as Turo described above.

In 2017, the Governor signed the Transportation Network Companies Act, which became effective on July 1, 2017. This legislation regulates TNCs by state law and preempts local regulation. The Authority subsequently entered into TNC operating agreements with Rasier-DC, LLC (Uber), Lyft, Inc., and Wingz, designating their pickup and staging locations for their operations. Rasier-DC, LLC amended its agreement in 2018 to include Uber USA, a subsidiary of Rasier-DC LLC, for its luxury TNC operations. As of October 1, 2023, the pickup rate for TNCs is $7.00; prior rate structures were as follows: From July 1, 2017, until August 1, 2023, TNCs were charged $5.80 for each pickup. From August 1, 2023, to September 30, 2023, this rate increased to $6.35. The TNC airport fee is consistent with the "prearranged taxicab" rate under the Authority's Ground Transportation Rules and Regulations and is subject to change from time to time at the Authority's sole discretion. On January 1, 2025, it is anticipated that there will be two separate TNC rates: $5.80 for the South Terminal Complex to include the Train Station and $7.00 for the North Terminal Complex, which includes a $1.20 congestion fee. TNC revenues totaled approximately $6.2 million in FY 2021, $11.7 million in FY 2022, and $15.4 million in FY 2023. For purposes of the financial forecasts, it was assumed that the FY 2025 rate would remain in place during the forecast period.

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024*
GT Revenues (000s)	$168,431	$176,656	$187,001	$199,483	$142,441	$150,902	$233,000	$258,759	$283,297
Enplaned Passengers	20,737	21,718	23,382	24,847	14,538	16,984	24,221	27,920	29,056
Per Enplaned Passenger	$8.12	$8.13	$8.00	$8.03	$9.80	$8.88	$9.62	$9.27	$9.75

* FY 2024 results are preliminary.

The Authority plans to monitor all modes of ground transportation to assess the potential impacts from TNCs; however, at this time, the Authority cannot predict what impact, adverse or otherwise, those operations will have on other ground transportation services, parking, and rental car operations at the Airport.

Terminal Concessions. The sources of terminal concession revenues are food and beverage, specialty retail, duty free/duty paid, news and gift, and other non-airline service concessions. The Authority operates a diversified and successful terminal concession program. Concessions occupy over 270,000 square feet (excluding storage and offices) of a total of approximately 5.2 million square feet of terminal space at the Airport (excluding the Hyatt hotel). Roughly 200,000 square feet of concession space is in Terminals A/B and over 70,000 square feet in Terminal C.

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.

In 2024, the Authority Board approved a Terminal Concession Master plan for its concession program at Terminals A and B. The refreshed program will offer a wide variety of shopping and dining experiences, including healthier food options and a selection of local, regional, and national brands with a focus on providing dining experiences that are unique to the Orlando area. The plan will also repurpose some retail areas into spaces where passengers can play games, enjoy museum exhibits, and have other interactive experiences to increase passenger engagement and provide a sense of place for a uniquely Orlando experience. The master plan focuses on:

- Modernizing and rightsizing the concessions program
- Capitalizing on existing infrastructure
- Updating the concession concepts and designs to meet the wants and needs of airport customers
- Continuing to provide impactful opportunities for small businesses

Authority staff has hosted several outreach events to promote opportunities and provide information, along with finalizing its leasing strategy for the solicitations utilizing a competitive procurement process. The procurements have begun and are being released in phases over a 12-month period and feature multiple packages being released in each phase. This phased approach will ensure continuity of operations for passengers and enhanced competition among concessionaires. The Authority expects the first phase of the new program will be online in late 2025. During FY 2025, some locations will be temporarily closed for the build out of what will, when fully constructed, include approximately 120 new units.

Terminal concession revenues were forecast based on (1) recent trends in terminal concession revenue per enplaned passenger, (2) a short-term reduction in concession revenues during FY 2025 as new concessions are built out in Terminals A and B, (3) an increase in revenues per passenger in FY 2026 reflecting the first year under the revamped Terminal A/B concession program, (4) forecast changes in enplaned passengers, and (5) expected terms for the new terminal concession leases.

Food and Beverage. Currently, HMSHost is a Primary Food & Beverage operator with a non-exclusive right to operate food and beverage facilities in the Landside Terminal and the hubs in Airside 1 and 4, subject to an agreement expiring on September 30, 2025. 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 numerous 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 minimum annual concession fee or a percentage of gross receipts.

The food court in the Landside Terminal currently houses a wide variety of food and beverage concessionaires, including Carvel, Chick-fil-A, Dunkin Donuts, Auntie Anne's, Cinnabon, Moe's Southwest Grill, McDonalds, Panda Express, Firehouse Subs, and Sbarro. Adjacent to the food court are sit-down restaurants and lounges, including Macaroni Grill, Chili's Too, and City Pub. In addition, SSP America operates four snack bars on Airsides 1 and 3, including Urban Crave, Le Grand Comptoir, and Camden Food Co. Villa Enterprise Management operates the food court in Airside 2, which includes The Market by Villa, Green Leaf's, Banana Smoothies and Frozen Yogurt, Jersey Mike's Subs, Villa Italian Kitchen, Asian Chao, and Chipotle concepts. Master Concessionaire operates the award winning local sit-down restaurant, Cask & Larder, as well as two FarmAir Markets on Airside 2.

Specialty and News/Gift. Themed retail concessions are a major component of the Authority's retail program, including Disney, Universal Studios, and Sea World shops in the Landside Terminal. There are eight separate agreements with these three theme parks for shops in the two terminals, which extend through at least June 2030. The Authority has executed agreements with the Hudson Group and Stellar Partners for news, sundry, and gift services, and a variety of other concessionaires for specialty retail items.

Other Terminal Concessions. The Authority has an agreement with DFASS Group (Orlando), LLC (DFASS) to sell duty free and duty paid merchandise in Terminals A, B, and C, which was recently approved to extend through September 2032. The stores offer special products and promotions that appeal to the different passenger groups in each terminal.

Other terminal concession revenues consist of concession fees paid for advertising, currency exchange, luggage carts, common use passenger lounges, and other non-airline 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 concession fee or a percentage of gross sales.

The revenues from terminal concessions are forecast based on current trends in revenues per enplaned passenger, forecast changes in passengers, allowances for inflation, and the terms of the various agreements.

Terminal C Concession Program. Terminal C includes approximately 77,000 square feet of concession space. The Authority has awarded all five major concession packages: three large, 10-year, non-exclusive food and beverage concession packages and two retail/news and gift packages.

Host PHE LDL MCO FB, LLC (Host) was selected for the first package with proposed concepts that include Starbucks, Shake Shack, PGA Tour Grill, Orange County Brewers, Auntie Anne's/Cinnabon and Eola Market. Host pays the Authority the greater of a Minimum Annual Concession Fee (currently $1,854,000); or a percentage of gross receipts as follows: 20% of food and non-alcoholic beverage sales, 24% of alcoholic beverage sales, and 5% of employee sales. The Authority selected DN MCO STC F&B, LLC (Delaware North) for the second package with its proposed concepts that include Harvest and Grounds, Raw Juice, Summer House, Greenbeat, Desano Pizzeria and Cucina & Co. Delaware North pays the Authority the greater of a Minimum Annual Concession Fee (currently $1,735,000) or a percentage of gross receipts as follows: 19% of food and non-alcoholic beverage sales, 23% of alcoholic beverage sales, and 5% of employee sales. The Authority selected Orlando Hospitality Airport Partners, LLC (OHAP) for the third package with its proposed concepts that include Barnie's Coffee and Tea co., Cask & Larder Public House, and Provisions by Cask and Larder, Wine Bar George, Sunshine Diner by Chef Art Smith, Orlando Brewing Bar & Bites, and Olde Hearth Bread Co. OHAP pays the Authority the greater of a Minimum Annual Concession Fee (currently $1,650,000) or a percentage of gross receipts as follows: (a) of food and non-alcoholic beverage sales, 24% of alcoholic beverage sales, and (c) of employee sales. In addition, one stand-alone, small food and beverage concessions was awarded to Orlando F&B Partners, LLC (Orlando F&B) with its concept, Chick-fil-A. Orlando F&B pays the Authority the greater of a Minimum Annual Concession Fee (currently $470,629) or a percentage of gross receipts as follows: 17% of food and non-alcoholic beverage sales and 5% of employee sales.

The Authority awarded two, 7-year non-exclusive retail concession packages for Terminal C. Paradies Lagardère @ MCO, LLC (Paradies) was selected for the first package with proposed concepts that include Gatlin Trade, Brighton, Sunglass Hut, and TripAdvisor. Paradies pays the Authority the greater of a Minimum Annual Concession Fee, currently $480,000, or 21% of Gross Receipts. The Marshall

Retail Group, LLC (Marshall) was selected for the second package with proposed concepts that include The Scoop, Replenish with Illy Coffee, Main Streets Market with Einstein Bros. Bagels, and CityArts Market. Marshall pays the Authority the greater of a Minimum Annual Concession Fee, currently $1,640,358, or 22% of the Gross Receipts. The duty free/duty paid store is operated by DFASS under a 10-year agreement. Walt Disney World, Universal Studios, and Sea World all have stores in Terminal C.

The premium common use lounge in Terminal C was awarded to Trip Hospitality Orlando, LLC (Trip) with its concept, Plaza Premium Lounge. Trip pays the Authority the greater of a Minimum Annual Concession Fee, currently $350,000, or 24% of the Gross Receipts. There are also advertising and banking ATM concessions in Terminal C.

Intermodal Terminal Facility (Airport Exclusive Revenues). Under the Brightline Trains Florida LLC (Brightline) Premises Lease and Use Agreement (the Premises Lease and Use Agreement), Brightline pays the Authority for its use of the Train Station, including holdroom rent at the Participating Airline rate per square foot less debt service ($134.50 per square foot in FY 2023) and platform rent at $3.00 per square foot. Brightline started making these payments in FY 2018 when the South APM Complex opened per the Premises Lease and Use Agreement. These rates are subject to readjustment each five years thereafter with the next adjustment in 2027. On September 22, 2023, Brightline began service between Orlando and Miami at which time it began paying the Authority $1.50 per outbound rail passenger from the Train Station. Brightline commissioned The Louis Berger Group, Inc. to develop ridership estimates under several ridership and revenue studies for financing of the rail system. As stated in these reports, ridership for the initial years is expected to start at relatively low levels and increase to a more stabilized volume after two years. Given the uncertainty due to limited available history service, more conservative estimates were used for the purposes of this report. The Authority anticipates that Brightline's Vehicle Maintenance Facility rent will be offset by its investments for the rail corridor as provided in the Premises Lease and Use Agreement. Brightline has also indicated its intentions for a potential additional extension beyond MCO to the Tampa area with stops to be negotiated with property owners along the route and subject to obtaining necessary permissions from the Authority to operate on airport property; Sun Rail, through its owner, the Central Florida Commuter Rail Commission (CFCRC), to share its track; and the Central Florida Expressway Authority (CFX) to build and operate on highway right-of-way. In the event such service materializes, there could be an adverse impact on MCO rental car and other ground transportation fees. The Authority is working to obtain estimates of the potential impact on revenues and intends to negotiate rail passenger rider fees from Brightline based on the estimates to negate any adverse impact on MCO revenues.

The Authority is also receiving revenues from the Brightline for advertising displays (estimated at $400,000 per year), concessions (estimated at $400,000 per year), and rail passengers parking at the south garage and three adjacent surface lots.

Hotel. The Hyatt Regency hotel is an integral part of the landside terminal in the North Terminal and is directly accessible from Level 3, the departure level. The hotel generated $25.7 million in Revenues for MCO in FY 2021, $49.3 million in FY 2022, and $56.2 million in FY 2023, and accounted for O&M Expenses of $21.5 million, $34.0 million, and $39.1 million, respectively. The hotel 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 approved a new Hotel Management Agreement (the 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 Hotel 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 of 2.75% 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 Hotel Management 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 Hotel Management 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 coming out of the pandemic as passenger traffic picks up.

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, including the proposed new MRO campus for United.

Other Operating Revenue. Other operating revenues include ID badges, telecom fees, and other miscellaneous revenues. For FY 2024, it also includes a one-time American Rescue Plan Act (ARPA) concession waiver payment of approximately $18 million, which is considered Revenues under the Bond Resolution.

Interest Income. Interest income, per Section 603 of the Senior 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 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 3.97% and in all other funds will average 2.45% from FY 2025 through FY 2028, and that balances would increase in the Debt Service and the Debt Service Reserve Funds (reflecting the Outstanding Bonds, the 2022 Bonds, and Proposed 2024 Bonds) and the Operation and Maintenance Reserve Account (reflecting increases in Operation and Maintenance Expenses). Interest income totaled $8.0 million in FY 2022 and $40.3 million in FY 2023.

Proceeds from Disposal of Assets. In accordance with the Bond Resolution, proceeds from the sale of assets are deposited into the Revenue Fund.

Federal COVID-19 Grants. In accordance with the Bond Resolution, reimbursements from the federal government for O&M expenses and debt service are considered Revenues. The amounts shown in Exhibit E for FY 2021 through FY 2024 stem from funds received from a combination of the federal Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), and the American Rescue Plan Act (ARPA).

APPLICATION OF REVENUES

Exhibit F presents the historical (FY 2019 through FY 2023), estimated FY 2024, and forecast (FY 2025 through FY 2029) application of Revenues, as required under the Senior Bond Resolution. Under the Senior 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 (including the Central Energy Plant Obligation payment to OUC) 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. Amounts deposited into the Airport Exclusive Revenue Sources account in the Discretionary Fund include revenues from the ITF and net proceeds from the sale of portions of the Poitras property, which are not included in the Participating Airline revenue sharing calculation, but instead are retained by the Authority for its lawful use.

DEBT SERVICE COVERAGE

Exhibit G presents the calculation of debt service coverage in accordance with the Rate Covenant of Section 711 of the Senior Bond Resolution and Section 10.01 of the Subordinated Indenture for FY 2019 through FY 2029. Available PFC Revenues are treated as an offset to debt service. As noted earlier, FY 2021 and FY 2022 include one-time Revenues and subordinate debt service for the defeasance of bonds funded with Federal COVID-19 Grants.

The Senior Bond Resolution also permits 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 on Bonds and no more than 10% of Aggregate Annual Debt Service payable on Priority Subordinated Indebtedness 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) and Available Net Revenues are forecast to be at least equal to 110% of Priority Subordinated Indebtedness in each of the Fiscal Years 2025 through 2029 and sufficient to pay all indebtedness, deposits, and liens. Thus, the Rate Covenant of both the Senior Bond Resolution and Subordinated Indenture are forecast to be met in each Fiscal Year of the forecast period.

FINANCIAL FORECASTS AND STRESS TEST PROJECTIONS

A stress test projection was developed to provide the basis for testing the sensitivity of the Airport's financial results to a hypothetical reduction in passenger numbers, such as could occur under conditions of weak economic growth or recession, restricted seat capacity, reduced competition, and/or high airfares, including a potential airline bankruptcy. Exhibit H summarizes the financial results under the base case and the stress test. The stress test is based on the same assumptions described in the sections above, except:

- Relative to the base forecast, it was assumed that passenger traffic at the Airport would decline 10% in 2025, then increase at the same rates of growth as the base case for FY 2026 through FY 2028.
- Landed weight for passenger airlines was also assumed to be lower by the same amount as passengers relative to the base forecast although under the cost center residual landing fee ratemaking methodology, the Authority would still collect the same amount of landing fee revenues.

- The number of assigned Access Gates would decline from 85 in the base case to 80 in the stress test for FY 2025 through FY 2028.
- Airline baggage handling fees and Security Screening Checkpoint Fees would be the same as under the base case because the airline requirement for these fees is not dependent on passenger levels.
- Other assigned airline terminal premises under LOAs for the Participating Airlines would be 6% lower starting in FY 2025 and remain that way through the forecast period.
- Revenues related to passenger activity levels, such as PFC Revenues, terminal concession revenues, parking revenues, rental car revenues, and other ground transportation fees were projected to reflect the assumed decrease in passengers for FY 2025 through FY 2028.

Exhibit A

Sources and Uses of Funds - 2024 - 2029 Capital Improvement Program
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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	2024 Issuance*				
	Senior PFC-Supported	Subordinated Bonds	Subtotal	2026 Senior Bonds*	Total Bonds
Sources of Funds					
Par Amount of Bonds	$ 159,685	$ 684,060	$ 843,745	$ 971,595	$ 1,815,340
Premium	4,141	15,980	20,122	26,182	46,303
Construction Fund Interest Income	2,629	6,941	9,569	1,997	11,567
Total Sources	$ 166,455	$ 706,981	$ 873,436	$ 999,774	$ 1,873,210
Uses of Funds					
Project Costs	$ 153,419	$ 612,785	$ 766,204	$ 911,087	$ 1,677,291
Financing Costs					
Capitalized Interest Fund	$ -	$ 34,863	$ 34,863	$ 10,982	$ 45,845
Debt Service Reserve Fund	11,836	49,200	61,036	70,416	131,453
Line of Credit Interest Reimbursement	-	-	-	-	-
Costs of Issuance and Underwriters Discount	1,200	5,132	6,332	7,289	13,621
Total Uses	$ 166,455	$ 701,981	$ 868,436	$ 999,774	$ 1,868,210

Sources: Bonds: the Authority's independent registered municipal advisors: PFM, Inc. and Acacia Financial Group, Inc.
All other information: Greater Orlando Aviation Authority.

* Estimated, subject to change.

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
PFC Revenues										
Enplaned Passengers	24,847	14,538	16,984	24,221	27,920	29,056	27,915	28,752	29,327	29,914
Percent of PFC Eligible Passengers	93.2%	91.6%	91.7%	90.7%	90.7%	90.7%	90.7%	90.7%	90.7%	90.7%
PFC Eligible Enplaned Passengers	23,166	13,313	15,576	21,961	25,315	26,346	25,310	26,070	26,591	27,123
PFC Collection Level	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50	$ 4.50
Less: PFC Airline Collection Fee	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)	(0.11)
Net PFC Collection Level	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39	$ 4.39
PFC Collections (excluding interest)	$ 101,700	$ 58,446	$ 68,379	$ 96,410	$ 111,600	$ 112,463	$ 111,113	$ 114,446	$ 116,735	$ 119,070
Other (TSA Reimbursement)	11,565		8,995	3,855	1,791					
Interest Earnings	5,729	3,404	1,475	1,736	5,170	5,141	1,961	1,135	1,245	1,429
Total Annual PFC Revenues	$ 118,995	$ 61,850	$ 78,849	$ 102,001	$ 118,561	$ 117,605	$ 113,074	$ 115,581	$ 117,980	$ 120,499
PFC Cashflow										
PFC Fund Beginning Balance	$ 294,962	$ 350,501	$ 278,138	$ 199,514	$ 178,768	$ 195,661	$ 172,392	$ 170,579	$ 179,775	$ 204,456
Deposits:										
Annual PFC Revenues	118,995	61,850	78,849	102,001	118,561	117,605	113,074	115,581	117,980	120,499
Withdrawals[1]										
PAYGO	(20,495)	(90,019)	(104,726)	(57,609)	(20,958)	(23,083)	(29,127)	(18,182)	(5,098)	-
Splits and Transfers		26,441	18,114	10,603		(430)				
Adjustments / Transfers	(12,027)	1	-	(82)	-	119	-	-	-	-
Debt Service on PFC-Backed Bonds										
Series 2009, 2010, 2011, 2012 (re	(12,825)	(12,821)	(12,821)	(11,767)	(9,509)	(51,740)	(5,582)	(5,589)	(5,596)	(5,591)
Series 2015A (and refinancing)	(9,306)	(9,310)	(9,310)	(9,307)	(9,307)	(5,428)	(9,310)	(9,309)	(9,310)	(9,307)
Series 2016B	(5,992)	(5,987)	(5,989)	(5,991)	(5,989)	(4,889)	(5,992)	(5,988)	(5,988)	(5,988)
Series 2016C	(2,811)	(2,812)	(2,812)	(2,815)	(5,275)	(4,799)	(5,298)	(5,304)	(5,300)	(5,300)
Series 2019 STC Phase 1	-	(31,491)	(31,670)	(31,670)	(31,669)	(31,666)	(31,671)	(31,671)	(31,671)	(31,669)
Series 2019 STC Phase 1X	-	(8,213)	(8,260)	(8,262)	(8,263)	(8,259)	(8,264)	(8,262)	(8,259)	(8,259)
Series 2022A PFC	-	-	-	(5,848)	(10,697)	(10,698)	(10,697)	(10,699)	(10,698)	(10,700)
Series 2024 PFC	-	-	-	-	-	-	(8,947)	(11,381)	(11,379)	(11,379)
PFC Fund Ending Balance	**$ 350,501**	**$ 278,138**	**$ 199,514**	**$ 178,768**	**$ 195,661**	**$ 172,392**	**$ 170,579**	**$ 179,775**	**$ 204,456**	**$ 236,762**

1. Includes approved applications and amendments through PFC 21.

* Assuming bond rate of 5.5%.

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit C

Debt Service
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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Airport Facilities Revenue Bonds										
Non-PFC Supported										
Series 2009A	$ 15,485	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Series 2010A	1,823	1,821	1,752	-	-	-	-	-	-	-
Series 2011B	2,610	2,613	2,609	-	-	-	-	-	-	-
Series 2011C	595	595	604	-	-	-	-	-	-	-
Series 2011D	30,245	30,243	-	-	-	-	-	-	-	-
Series 2012A	1,384	1,384	29,069	-	-	-	-	-	-	-
Series 2013A	4,295	4,294	4,299	358	-	-	-	-	-	-
Series 2015A (and refinancing)	4,642	4,642	4,642	3,145	3,088	1,757	19,765	24,453	6,510	-
Series 2016A	5,480	5,477	5,480	3,777	3,693	2,104	-	-	-	-
Series 2016B	574	571	577	573	569	336	-	-	-	-
Series 2016D	31,928	6,114	8,668	16,034	3,758	-	-	-	-	-
Series 2019 CIP	-	-	-	24,532	24,530	24,530	24,529	24,530	24,531	24,528
Series 2019A STC Phase 1	-	-	-	7,151	9,391	9,389	9,392	9,393	9,393	9,392
Series 2019 STC Phase 1X	-	-	-	-	11,002	11,000	11,003	11,003	11,001	11,001
Series 2022 STC GARB	-	-	-	1,327	2,182	2,182	2,182	2,182	2,182	2,182
Series 2026 CIP	-	-	-	-	-	-	-	-	37,433	70,415
Subtotal - Non-PFC Backed	$ 99,062	$ 57,754	$ 57,699	$ 56,897	$ 58,213	$ 51,298	$ 66,870	$ 71,561	$ 91,049	$ 117,518
Airport Facilities Revenue Bonds										
PFC-Supported										
Series 2009C	$ 2,489	$ 2,486	$ 2,488	$ 2,884	$ -	$ -	$ -	$ -	$ -	$ -
Series 2010A	3,953	3,954	3,954	3,951	3,953	46,196	-	-	-	-
Series 2011B/2022C	1,914	1,912	1,910	1,601	1,708	1,705	1,703	1,708	1,714	1,706
Series 2011C/2022D	3,059	3,059	3,058	2,295	2,557	2,558	2,556	2,554	2,559	2,558
Series 2011D/2022E	941	941	942	878	1,291	1,281	1,324	1,327	1,323	1,327
Series 2015A (and refinancing)	9,306	9,310	9,310	9,307	9,307	5,428	9,310	9,309	9,310	9,307
Series 2016B	5,992	5,987	5,989	5,991	5,989	4,889	5,992	5,988	5,988	5,988
Series 2016C	2,811	2,812	2,812	2,815	5,275	4,799	5,298	5,304	5,300	5,300
Series 2019 STC Phase 1X	-	8,213	8,260	8,262	8,263	8,259	8,264	8,262	8,259	8,259
Series 2019 STC Phase 1	-	31,491	31,670	31,670	31,669	31,666	31,671	31,671	31,671	31,669
Series 2022A PFC				5,848	10,697	10,698	10,697	10,699	10,698	10,700
Series 2024 PFC	-	-	-	-	-	-	8,947	11,381	11,379	11,379
Subtotal - PFC-Supported	$ 30,934	$ 70,635	$ 70,862	$ 75,659	$ 80,709	$ 117,480	$ 85,760	$ 88,203	$ 88,201	$ 88,194
Accrued Aggregate Debt Service (Senior Bonds)	$ 129,996	$ 128,389	$ 128,560	$ 132,556	$ 138,922	$ 168,778	$ 152,630	$ 159,764	$ 179,251	$ 205,712

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 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Subordinated Indebtedness										
2016 Subordinated Bonds	$ 7,555	$ 7,557	$ 7,556	$ 7,558	$ 7,556	$ 7,555	$ 7,554	7,558	7,555	-
FDOT Loan Repayment for ITF	-	2,493	-	-	45,112	-	-	-	-	-
2017 Subordinated Bonds	-	-	43,375	40,580	43,377	42,904	42,410	41,891	41,349	38,577
2024 Loan (refunded 2016A)	-	-	-	-	-	32,638	14,898	13,714	-	-
2024 Loan (refunded 2016B)	-	-	-	-	-	122	2,458	2,263	-	-
2024 Subordinated Bonds	-	-	-	-	-	-	8,522	18,237	49,193	49,194
Secondary Subordinated Indebtedness										
Repayment Obligations (Bank Lines of Credit)	-	-	101,467	121,533	-	-	-	-	-	-
Total Subordinated Indebtedness	$ 7,555	$ 10,050	$ 152,399	$ 169,670	$ 96,045	$ 83,219	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Total Debt Service	$ 137,551	$ 138,439	$ 280,959	$ 302,226	$ 234,967	$ 251,997	$ 228,472	$ 243,426	$ 277,348	$ 293,483
Cost Center Allocations										
Airfield	$ 19,992	$ 15,955	$ 31,890	$ 23,711	$ 15,356	$ 17,125	$ 17,409	$ 18,380	$ 22,134	$ 22,223
Terminal Apron	503	243	225	2,341	4,338	4,108	6,217	6,677	7,744	8,298
Terminal										
Terminal	$ 72,790	$ 93,154	$ 219,708	$ 243,564	$ 146,180	$ 198,718	$ 171,470	$ 182,280	$ 195,558	$ 205,638
FIS	1,396	1,368	1,347	3,289	1,796	1,972	7,087	7,776	5,141	4,184
Subtotal	$ 74,187	$ 94,522	$ 221,055	$ 246,853	$ 147,976	$ 200,691	$ 178,557	$ 190,056	$ 200,700	$ 209,821
Other Buildings and Grounds	8,756	978	978	20	16	9	912	1,864	5,918	6,927
Hotel	105	73	68	2	0	-	-	-	-	-
Ground Transportation	34,008	26,667	26,744	29,300	67,280	30,065	25,377	26,449	40,852	46,214
Total	$ 137,551	$ 138,439	$ 280,959	$ 302,226	$ 234,967	$ 251,997	$ 228,472	$ 243,426	$ 277,348	$ 293,483

Source: The Authority's independent registered municipal advisors: PFM & Acacia.

Exhibit D

Operation and Maintenance Expenses
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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Direct Expenses										
Hotel	$ 29,537	$ 21,605	$ 19,326	$ 31,000	$ 35,774	$ 35,803	$ 37,737	$ 39,435	$ 41,210	$ 43,065
Other	146,806	130,154	121,700	157,761	237,054	277,224	300,936	314,311	328,455	343,236
Total Direct Expenses	$ 176,343	$ 151,759	$ 141,026	$ 188,761	$ 272,828	$ 313,027	$ 338,674	$ 353,747	$ 369,665	$ 386,300
Indirect Expenses										
Operation	$ 23,655	$ 20,958	$ 18,896	$ 23,427	$ 30,432	$ 34,060	$ 35,948	$ 37,565	$ 39,256	$ 41,022
Maintenance	13,630	13,112	11,999	15,539	19,850	21,435	21,689	22,665	23,684	24,750
Aircraft Rescue and Firefighting (ARFF)	11,453	11,913	11,681	13,003	14,515	17,175	18,217	19,037	19,894	20,789
Orlando Police Department	13,442	14,763	16,814	15,667	17,446	20,814	29,460	30,785	32,171	33,618
Property	1,432	1,330	912	834	-	1,948	2,296	2,399	2,507	2,620
Administration	62,458	57,253	54,056	58,905	78,120	70,052	114,598	118,350	123,675	129,241
Insurance and Other	2,832	3,439	1,650	2,140	1,565	5,599	6,130	6,406	6,694	6,995
Total Indirect Expenses	$ 128,903	$ 122,768	$ 116,007	$ 129,515	$ 161,929	$ 171,083	$ 228,336	$ 237,207	$ 247,881	$ 259,036
Subtotal	$ 305,247	$ 274,526	$ 257,034	$ 318,276	$ 434,758	$ 484,110	$ 567,010	$ 590,953	$ 617,546	$ 645,336
Incremental Expenses for New Facilities	-	-	-	-	-	-	-	4,837	17,324	18,859
Operation and Maintenance Expenses	$ 305,247	$ 274,526	$ 257,034	$ 318,276	$ 434,758	$ 484,110	$ 567,010	$ 595,791	$ 634,871	$ 664,195
By Cost Center and Sub-Cost Center										
Airfield	$ 33,609	$ 30,606	$ 28,886	$ 32,428	$ 36,641	$ 44,520	$ 47,621	$ 49,976	$ 52,649	$ 54,994
Terminal Apron	4,230	4,024	4,055	3,860	5,387	6,760	$ 7,342	$ 7,677	$ 9,600	$ 10,027
Terminal										
Terminal	$ 169,119	$ 158,373	$ 151,906	$ 185,051	$ 273,307	$ 315,698	$ 373,708	$ 393,276	$ 421,355	$ 441,149
FIS	7,332	3,976	2,351	3,673	4,865	6,691	6,534	6,871	7,180	7,503
Subtotal	$ 176,451	$ 162,349	$ 154,257	$ 188,724	$ 278,172	$ 322,388	$ 380,242	$ 400,147	$ 428,535	$ 448,652
Other Buildings and Grounds	7,263	6,859	6,525	6,740	5,204	5,264	6,122	6,488	6,773	7,074
Hotel	32,478	23,920	21,496	34,011	39,105	37,293	41,382	40,019	41,817	43,698
Ground Transportation	51,215	46,768	41,814	52,513	70,249	67,884	84,301	91,484	95,496	99,749
Total	$ 305,247	$ 274,526	$ 257,034	$ 318,276	$ 434,758	$ 484,110	$ 567,010	$ 595,791	$ 634,871	$ 664,195

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit E

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Airline Revenues										
Participating Airlines										
Landing Fees	$ 46,979	$ 43,804	$ 42,439	$ 36,348	$ 47,378	$ 55,496	$ 60,756	$ 64,372	$ 71,621	$ 74,868
Terminal Rents	70,761	64,931	62,458	82,927	106,240	128,073	139,206	147,440	154,209	163,468
South Terminal Common U	-	-	-	-	5,340	7,938	8,668	11,564	9,771	10,359
Apron Fees	3,320	3,389	3,387	3,236	6,924	7,582	10,110	10,814	11,981	12,242
Equipment Charges	4,642	4,502	4,597	4,889	8,444	9,429	9,450	9,753	9,320	10,284
Baggage System Fees	52,145	35,588	39,074	60,110	87,303	101,545	114,710	120,506	128,022	134,957
Participating Airlines (excl.Fac	$ 177,847	$ 152,214	$ 151,955	$ 187,510	$ 261,627	$ 310,062	$ 342,900	$ 364,448	$ 384,925	$ 406,178
Facility Fees/FIS										
Terminal Facility Fees	16,843	6,087	4,741	13,977	23,523	27,426	22,909	24,955	26,235	28,440
SSCP Fee	-	-	-	-	-	-	32,559	34,356	36,185	38,361
FIS Fees	12,750	5,116	2,822	9,212	12,983	14,607	19,565	20,152	20,555	20,966
Ramp Parking & RON Fees	1,729	777	1,034	1,315	4,037	5,016	5,125	5,599	5,865	6,331
Cargo Landing Fees	2,444	3,380	3,098	1,967	1,900	2,108	2,234	2,321	2,557	2,647
Non-Participating Airlines										
Landing Fees	4,606	2,964	1,458	2,360	3,830	5,282	4,763	5,047	5,615	5,870
Baggage System Fees	3,727	2,089	935	2,840	5,635	7,961	8,993	9,448	10,037	10,580
Space Use Permits	1,128	914	681	852	1,123	1,341	1,147	1,216	1,280	1,357
Total Airline Revenues	$ 221,073	$ 173,541	$ 166,724	$ 220,032	$ 314,660	$ 373,803	$ 440,195	$ 467,542	$ 493,254	$ 520,731
Less: Cargo Landing Fees	(2,444)	(3,380)	(3,098)	(1,967)	(1,900)	(2,108)	(2,234)	(2,321)	(2,557)	(2,647)
Passenger Airline Payments	$ 218,630	$ 170,161	$ 163,625	$ 218,066	$ 312,760	$ 371,695	$ 437,961	$ 465,220	$ 490,697	$ 518,084

Exhibit E

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Non-airline Revenues										
Terminal										
Terminal Area Rents - Non	$ 11,380	$ 10,677	$ 10,387	$ 12,556	$ 15,762	$ 16,682	$ 18,624	$ 20,923	$ 21,842	$ 22,937
Advertising	5,363	5,209	3,495	5,302	6,104	8,488	6,610	6,709	6,810	6,912
Food and Beverage	31,553	21,489	22,289	34,469	43,040	46,642	42,569	47,307	48,253	49,219
General Merchandise	21,513	13,911	12,117	19,716	26,357	26,222	23,932	26,596	27,128	27,671
Services	11,600	8,097	7,085	9,735	12,543	15,421	14,074	15,641	15,953	16,273
Other Rentals	2,177	1,892	2,205	2,412	3,310	2,492	2,481	2,605	2,722	2,862
Ground Transportation										
Off-airport Parking	2,202	1,276	1,429	2,257	2,857	3,180	3,270	3,368	3,435	3,504
Parking Facilities	76,242	47,203	51,563	81,123	96,003	114,082	109,465	132,749	134,384	155,815
Car Rentals, including P2P	101,270	81,889	87,125	129,817	134,379	133,476	131,349	135,161	138,094	137,677
Intermodal Terminal Facility	4,311	4,349	4,121	4,370	6,034	8,142	8,234	8,234	9,229	9,499
Commercial Lane	19,769	12,072	10,785	19,803	25,520	32,559	29,883	30,757	31,358	31,970
Other										
Other Buildings and Groun	19,481	18,747	19,254	23,217	25,523	27,517	26,737	27,005	26,804	27,072
Hotel	44,357	28,980	25,701	49,277	56,248	56,788	57,464	58,613	59,785	60,981
Other Operating Revenue[1]	7,856	4,013	6,110	11,026	5,631	22,818	3,468	3,503	3,538	3,573
Fuel	2,060	1,696	1,611	2,010	5,240	5,589	5,523	5,596	5,670	5,746
Total Non-airline Revenues	$ 361,132	$ 261,500	$ 265,275	$ 407,092	$ 464,550	$ 520,098	$ 483,683	$ 524,766	$ 535,006	$ 561,709
Percent Change	6.9%	-27.6%	1.4%	53.5%	14.1%	12.0%	-7.0%	8.5%	2.0%	5.0%
Operating Revenues	$ 582,205	$ 435,041	$ 431,999	$ 627,124	$ 779,210	$ 893,901	$ 923,878	$ 992,307	$ 1,028,260	$ 1,082,440
Non-Operating Revenues[2]										
Interest Earnings	15,647	11,110	4,630	8,008	40,279	43,313	23,397	22,147	19,256	20,598
Proceeds from Disposal of As	-	43,579	5,675	-	-	-	-	-	-	-
Federal COVID-19 Grants										
2017 Subordinated Obligati	-	-	43,375	40,580	-	-	-			
FDOT Loan Repayment for ITF					42,602					
Secondary Subordinated In	-	-	101,467	121,533			-			
Other Non-Operating Revenue	-	-	-	-	-	-	-	-	-	-
Revenues	$ 597,852	$ 489,730	$ 587,147	$ 797,245	$ 862,091	$ 937,215	$ 947,275	$ 1,014,454	$ 1,047,516	$ 1,103,038
Percent Change	9.5%	-18.1%	19.9%	35.8%	8.1%	8.7%	1.1%	7.1%	3.3%	5.3%

1. Other operating revenue in FY 2024 includes one-time ARPA concession waiver payment.

2. Revenues include Federal COVID-19 Grants used to defease debt with Secondary Subordinated Indebtedness debt service in FY 2021 and FY 2022.

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit E-1

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Airfield Requirements										
Operation and Maintenance Expenses	$ 33,609	$ 30,606	$ 28,886	$ 32,428	$ 36,641	$ 44,520	$ 47,621	$ 49,976	$ 52,649	$ 54,994
Operating Reserve Requirement	646	598	-	462	1,225	745	740	409	548	411
Debt Service										
Non-PFC Supported	18,657	14,621	13,596	3,975	9,449	10,229	10,230	10,230	10,747	11,203
PFC-Supported	1,333	1,332	1,332	1,010	1,229	653	663	664	664	665
Less: Available PFC Revenues for Senior Bonds	(1,333)	(1,332)	(1,332)	(1,010)	(1,229)	(653)	(663)	(664)	(664)	(665)
Subordinated Indebtedness	2	2	2	3,456	4,678	5,670	6,516	7,486	10,723	10,355
Less: CARES grants for 2017 Sub Bond Debt Service			-	(3,453)						
Debt Service Coverage	-	-	-	-	-	-	3,209	3,306	3,759	3,836
GOAA Terminal Office Space Indirect Allocation							531	646	671	709
Amortization of project costs from pre-payment of Bonds		2,359	2,359	2,359	2,359	2,359	-	-	-	-
Amortization of GOAA-Funded R&R Projects	3,156	3,626	2,681	2,410	2,641	3,518	2,996	3,705	4,786	5,964
Amortization of GOAA-Funded CIP Projects	-	-	998	998	1,260	1,434	1,434	1,579	1,579	1,659
Less: Available PFC Revenues for Subordinate Lien	-	-	-	-	-	-	-	-	-	-
Total Airfield Requirement	$ 56,070	$ 51,812	$ 48,523	$ 42,634	$ 58,254	$ 68,475	$ 73,276	$ 77,336	$ 85,464	$ 89,131
Less: Fuel System Revenues, Fuel Flowage and System Fee	(2,060)	(1,696)	(1,611)	(2,010)	(5,240)	(5,589)	(5,523)	(5,596)	(5,670)	(5,746)
Net Airfield Requirement	$ 54,010	$ 50,116	$ 46,912	$ 40,624	$ 53,014	$ 62,886	$ 67,754	$ 71,740	$ 79,794	$ 83,385
Total Maximum Gross Landed Weight (1,000 pounds)										
Passenger Airline	26,449	18,184	19,515	25,531	29,383	30,961	29,311	30,190	30,794	31,410
Cargo Carrier	1,253	1,315	1,380	1,299	1,092	1,074	999	1,009	1,020	1,030
Total Maximum Gross Landed Weight	27,702	19,499	20,895	26,830	30,475	32,035	30,310	31,199	31,813	32,439
Landing Fee Rate (per 1,000 pound unit)	**$ 1.95**	**$ 2.57**	**$ 2.25**	**$ 1.51**	**$ 1.74**	**$ 1.96**	**$ 2.24**	**$ 2.30**	**$ 2.51**	**$ 2.57**
Passenger Airline Landing Fees	$ 51,566	$ 46,736	$ 43,813	$ 38,657	$ 51,114	$ 60,778	$ 65,519	$ 69,419	$ 77,237	$ 80,738
Passenger Airline Landing Fees Collected by FBOs	18	31	84	50	94					
Cargo Landing Fees	2,444	3,380	3,098	1,967	1,900	2,108	2,234	2,321	2,557	2,647
Total Landing Fees	$ 54,028	$ 50,147	$ 46,996	$ 40,674	$ 53,108	$ 62,886	$ 67,754	$ 71,740	$ 79,794	$ 83,385
Participating Airline Landing Fee Revenues	$ 46,979	$ 43,804	$ 42,439	$ 36,348	$ 47,378	$ 55,496	$ 60,756	$ 64,372	$ 71,621	$ 74,868
Non-Participating Airline Landing Fee Revenues	4,588	2,964	1,458	2,310	3,736	5,282	4,763	5,047	5,615	5,870
Passenger Airline Landing Fees Collected by FBOs	18	31	84	50	94					
Cargo Landing Fee Revenue	2,444	3,380	3,098	1,967	1,900	2,108	2,234	2,321	2,557	2,647
Total Landing Fee Revenue	$ 54,028	$ 50,178	$ 47,080	$ 40,674	$ 53,108	$ 62,886	$ 67,754	$ 71,740	$ 79,794	$ 83,385

Exhibit E-1

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Terminal Apron Requirement										
Operation and Maintenance Expenses	$ 4,230	$ 4,024	$ 4,055	$ 3,860	$ 5,387	$ 6,760	$ 7,342	$ 7,677	$ 9,600	$ 10,027
Operating Reserve Requirement	113	70	-	55	180	111	114	63	100	75
Debt Service										
Non-PFC Supported	503	243	225	133	1,537	1,050	1,050	1,050	1,871	2,595
PFC-Supported	-	-	-	68	68	68	68	68	68	68
Less: Available PFC Revenues for Senior Bonds	-	-	-	(68)	(68)	(68)	(68)	(68)	(68)	(68)
Subordinated Indebtedness	-	-	-	2,208	2,733	2,726	5,099	5,559	5,805	5,635
Less: CARES grants for 2017 Sub Bond Debt Service			-	(2,208)	-	-	-	-	-	-
Debt Service Coverage	-	-	-	-	-	-	772	818	1,048	1,212
GOAA Terminal Office Space Indirect Allocation	-	-	-	-	-	-	82	100	123	130
Amortization of project costs from pre-payment of Bonds	-	-	-	-	-	-	-	-	-	-
Amortization for GOAA-Funded R&R Projects	62	172	226	224	293	329	370	359	357	355
Amortization for GOAA-Funded CIP Projects	-	-	-	-	56	64	64	305	305	305
Terminal Apron Requirement	$ 4,908	$ 4,509	$ 4,506	$ 4,272	$ 10,187	$ 11,040	$ 14,894	$ 15,931	$ 19,209	$ 20,335
Average NBE Remote RON Area by Position (SF in 000s)	28	28	28	28	28	28	28	28	28	28
Number of NBE Remote RON Positions	22	22	22	23	23	21	21	21	29	37
Total Remote RON Area (SF in 000s)	627	627	627	655.27	655	598	598	598	826	1,054
Total Terminal Apron Area (SF in 000s)	4,183	4,963	4,963	4,963	6,129	6,129	6,129	6,129	7,371	7,371
Amount of Terminal Apron Allocable to Remote RON Parking	15.0%	12.6%	12.6%	13.2%	10.7%	9.8%	9.8%	9.8%	11.2%	14.3%
Terminal Apron Requirement Allocable to Remote RON Area	$ 735	$ 569	$ 569	$ 564	$ 1,089	$ 1,078	$ 1,454	$ 1,555	$ 2,153	$ 2,908
Annual Remote RON Rate per NBE Position	$ 33,431	$ 25,885	$ 25,869	$ 24,524	$ 47,357	$ 51,322	$ 69,237	$ 74,058	$ 74,242	$ 78,593
Remote RON Rate per NBE Position per Use	$ 91.59	$ 70.92	$ 70.87	$ 67.19	$ 129.75	$ 140.61	$ 189.69	$ 202.90	$ 203.40	$ 215.32
Terminal Apron Requirement Allocable to Gates	$ 4,173	$ 3,939	$ 3,937	$ 3,708	$ 9,098	$ 9,962	$ 13,440	$ 14,376	$ 17,056	$ 17,427
Total Narrow Body Equivalent Gates	93	93	93	93	113	113	113	113	121	121
Average Terminal Apron Rate per Gate	**$ 44,871**	**$ 42,358**	**$ 42,332**	**$ 39,868**	**$ 80,513**	**$ 88,162**	**$ 118,938**	**$ 127,220**	**$ 140,956**	**$ 144,021**
Rented Gates	74	80	80	81	86	86	85	85	85	85
Airline Terminal Apron Use Fees	$ 3,320	$ 3,389	$ 3,387	$ 3,236	$ 6,924	$ 7,582	$ 10,110	$ 10,814	$ 11,981	$ 12,242

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit E-2

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Terminal Requirement										
Operation and Maintenance Expenses	$176,451	$162,349	$154,257	$ 188,724	$278,172	$322,388	$380,242	$400,147	$428,535	$448,652
Operating Reserve Requirement	1,906	2,293	-	2,690	9,297	5,448	5,913	3,197	4,364	3,277
Debt Service										
Non-PFC Supported	55,617	29,477	30,483	44,624	42,501	36,763	53,437	58,104	60,533	71,925
PFC-Supported	18,559	61,011	61,237	111,548	72,891	72,408	77,907	80,351	80,352	80,341
Available PFC Revenues for Senior Bonds	(18,559)	(61,011)	(61,237)	(111,548)	(72,891)	(72,408)	(77,907)	(80,351)	(80,352)	(80,341)
Subordinated Indebtedness	11	11	43,386	33,105	34,076	54,506	47,214	51,601	59,814	57,555
Less: CARES grants for 2017 Sub Bond Debt Service	-	-	(43,375)	(32,955)	-	-	-	-	-	-
Debt Service Coverage	-	-	-	-	-	-	18,081	19,686	21,115	23,737
Allocable cost of Authority's Terminal Administrative Space							3,627	4,411	4,543	4,798
Central Energy Plant Obligation	-	-	-	-	8,588	10,189	10,189	10,278	10,368	10,460
Allocable SAPM O&M Expense	-	-	-	-	4,881	4,304	4,865	5,084	5,313	5,552
Allocable SAPM Debt Service	-	-	-	-	546	4,530	2,324	2,140	-	-
Allocable SAPM Amortization	-	-	-	-	1,944	1,944	1,944	1,944	1,944	1,944
Amortization of project costs from pre-payment of Bonds	-	5,717	5,717	5,717	5,717	5,717	-	-	-	-
Amortization for GOAA-Funded R&R Projects	13,085	16,276	15,566	16,738	17,659	16,270	14,290	16,690	19,379	23,263
Amortization for GOAA-Funded CIP Projects	206	541	2,745	2,726	5,486	6,167	6,167	8,916	10,453	11,537
Total Terminal Requirement	$247,277	$216,664	$208,779	$ 261,369	$408,868	$468,227	$548,293	$582,198	$626,362	$662,701
Less:										
Miscellaneous Direct Reimbursements	(882)	(705)	(1,041)	(902)	(970)	(90)	(90)	(90)	(90)	(90)
Airline Equipment Requirement	(5,833)	(5,234)	(5,344)	(5,602)	(11,095)	(12,389)	(12,563)	(12,965)	(13,267)	(14,639)
FIS Requirement	(22,844)	(17,592)	(15,363)	(18,297)	(38,415)	(39,969)	(47,925)	(51,279)	(54,035)	(56,095)
Baggage System O&M Expenses and Reserve	(15,823)	(14,836)	(13,986)	(18,985)	(31,852)	(34,704)	(37,125)	(38,682)	(40,492)	(42,219)
Net Terminal Requirement	$201,894	$178,297	$173,044	$ 217,583	$326,536	$381,075	$450,590	$479,182	$518,479	$549,657
Rentable Space (square feet)	1,483	1,483	1,483	1,456	1,843	1,837	1,989.5	1,997	2,052	2,052
Enclosed Terminal Premises Rate (per square foot)	**$136.14**	**$120.20**	**$116.66**	**$149.45**	**$177.22**	**$207.48**	**$226.48**	**$239.94**	**$252.71**	**$267.91**
Airline Assigned Space (square feet)	814	730	758	849	943	970	989	989	991	991
Net Airline Requirement	$110,768	$ 87,730	$ 88,439	$ 126,850	$167,065	$201,355	$224,027	$237,341	$250,505	$265,572
Less Space Rental for Common Use Baggage Charges	(40,049)	(22,841)	(26,023)	(43,965)	(60,870)	(73,326)	(85,119)	(90,178)	(96,573)	(102,381)
Subtotal - Exclusive/Preferential Use Space Rentals	$ 70,719	$ 64,889	$ 62,416	$ 82,885	$106,195	$128,028	$138,908	$147,163	$153,932	$163,191
Unenclosed Terminal Premises (Class 5)										
Rate (per square foot)	$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 3.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00
Airline Assigned Space (square feet)	14	14	14	14	15	15	15	14	14	14
Unenclosed Terminal Premises Rentals	$ 42	$ 42	$ 42	$ 42	$ 45	$ 45	$ 298	$ 277	$ 277	$ 277
Total Airline Terminal Rentals (excluding Baggage Space)	$ 70,761	$ 64,931	$ 62,458	$ 82,927	$106,240	$128,073	$139,206	$147,440	$154,209	$163,468
							$ 253			
Enclosed Terminal Premises Rate (per square foot)	$ 136.14	$ 120.20	$ 116.66	$ 149.45	$ 177.22	$ 207.48	$ 226.48	$ 239.94	$ 252.71	$ 267.91
Other Airline Space on LOAs (square feet)	8	8	6	6	6	6	5	5	5	5
Terminal Rentals (Non-participating Airlines)	$ 1,128	$ 914	$ 681	$ 852	$ 1,123	$ 1,341	$ 1,147	$ 1,216	$ 1,280	$ 1,357

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Total Passenger Airline Payments										
Landing Fees	$ 51,585	$ 46,767	$ 43,897	$ 38,707	$ 51,208	$ 60,778	$ 65,519	$ 69,419	$ 77,237	$ 80,738
Terminal Rents	70,761	64,931	62,458	82,927	106,240	128,073	139,206	147,440	154,209	163,468
South Terminal Common Use Fees			-	-	5,340	7,938	8,668	11,564	9,771	10,359
Apron Fees	3,320	3,389	3,387	3,236	6,924	7,582	10,110	10,814	11,981	12,242
Airline Equipment Fees	4,642	4,502	4,597	4,889	8,444	9,429	9,450	9,753	9,320	10,284
Baggage System Fees / North Terminal	55,872	37,677	40,009	62,950	75,309	88,506	-	-	-	-
Baggage System Fees / South Terminal				-	17,629	21,000	-	-	-	-
Baggage System Fees / Blended Terminals							123,703	130,353	138,591	146,165
SSCP Fee							32,559	34,356	36,185	38,361
Terminal Facility Fees	16,843	6,087	4,741	13,977	23,523	27,426	22,909	24,955	26,235	28,440
FIS Fees	12,750	5,116	2,822	9,212	12,983	14,607	19,565	20,152	20,555	20,966
Ramp Parking & RON Fees	1,729	777	1,034	1,315	4,037	5,016	5,125	5,599	5,865	6,331
Space Use Permits	1,128	914	681	852	1,123	1,341	1,147	1,216	1,280	1,357
Total Passenger Airline Payments	$ 218,630	$ 170,161	$ 163,625	$ 218,066	$ 312,760	$ 371,695	$ 437,961	$ 465,620	$ 491,229	$ 518,711
Enplaning Passengers	24,847	14,538	16,984	24,221	27,920	29,056	27,915	28,752	29,327	29,914
Cost per Enplaned Passenger for All Airlines	$ 8.80	$ 11.70	$ 9.63	$ 9.00	$ 11.20	$ 12.79	$ 15.69	$ 16.19	$ 16.75	$ 17.34
Revenue Sharing Payments	(77,111)	(25,302)	(32,610)	(99,248)	(99,462)	(123,510)	(61,901)	(67,615)	(45,746)	(50,703)
Total Passenger Airline Payments Net of Revenue Sharing	$ 141,518	$ 144,859	$ 131,015	$ 118,818	$ 213,298	$ 248,185	$ 376,060	$ 398,005	$ 445,483	$ 468,008
Enplaning Passengers	24,847	14,538	16,984	24,221	27,920	29,056	27,915	28,752	29,327	29,914
Cost per Enplaned Passenger for All Airlines	$ 5.70	$ 9.96	$ 7.71	$ 4.91	$ 7.64	$ 8.54	$ 13.47	$ 13.84	$ 15.19	$ 15.65
Participating Airline Payments										
Landing Fee	$ 46,979	$ 43,804	$ 42,439	$ 36,348	$ 47,378	$ 55,496	$ 60,756	$ 64,372	$ 71,621	$ 74,868
Terminal Rent	70,761	64,931	62,458	82,927	105,117	128,073	139,206	147,440	154,209	163,468
South Terminal Common Use Fees					5,340	7,938	8,668	11,564	9,771	10,359
Apron Fee	3,320	3,389	3,387	3,236	6,924	7,582	10,110	10,814	11,981	12,242
Baggage System Fees	52,145	35,588	39,074	60,110	87,303	101,545	114,710	120,506	128,022	134,957
SSCP Fee							30,192	31,859	33,554	35,573
Airline Equipment	4,642	4,502	4,597	4,889	8,444	9,429	9,450	9,753	9,320	10,284
Participating Airline Payments (excluding Facility Fees/FIS Fees)	$ 177,847	$ 152,214	$ 151,955	$ 187,510	$ 260,505	$ 310,062	$ 373,091	$ 396,307	$ 418,479	$ 441,750
Revenue Sharing Payments	(77,111)	(25,302)	(32,610)	(99,248)	(99,462)	(123,510)	(61,901)	(67,615)	(45,746)	(50,703)
Participating Airline Payments Net of Revenue Sharing	$ 100,736	$ 126,912	$ 119,345	$ 88,262	$ 161,043	$ 186,553	$ 311,191	$ 328,692	$ 372,733	$ 391,047
Participating Airline Enplaned Passengers	23,190	13,732	16,587	23,128	26,227	26,944	25,885	26,662	27,195	27,739
Participating Airline Cost per Enplaned Passenger	$ 4.34	$ 9.24	$ 7.19	$ 3.82	$ 6.14	$ 6.92	$ 12.02	$ 12.33	$ 13.71	$ 14.10

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit F

Application of Revenues and Calculation of Revenue Sharing
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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

	Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Revenues[1]										
Airline Revenues	$ 221,073	$ 173,541	$ 166,724	$ 220,032	$ 314,660	$ 373,803	$ 440,195	$ 467,542	$ 493,254	$ 520,731
Non-airline Revenues[2]	361,132	261,500	265,275	407,092	464,550	520,098	483,683	524,766	535,006	561,709
Federal COVID-19 Grants		-	144,843	162,112	42,602	-	-	-	-	-
Proceeds from Disposal of Assets	-	43,579	5,675	-	-	-	-	-	-	-
Interest Earnings and Other Non-Operating Reve	15,647	11,110	4,630	8,008	40,279	43,313	23,397	22,147	19,256	20,598
Revenues	$ 597,852	$ 489,730	$ 587,147	$ 797,245	$ 862,091	$ 937,215	$ 947,275	$ 1,014,454	$ 1,047,516	$ 1,103,038
Application of Revenues										
Operation and Maintenance Fund	$ 305,247	$ 274,526	$ 257,034	$ 318,276	$ 434,758	$ 484,110	$ 567,010	$ 595,791	$ 634,871	$ 664,195
Bond Fund										
Non-PFC Supported Debt Service	99,062	57,754	57,699	56,897	58,213	51,298	66,870	71,561	91,049	117,518
Debt Service Reserve Account	-	-	-	-	-	-	-	-	-	-
Priority Subordinated Indebtedness Account	7,555	10,050	50,931	48,137	96,045	83,219	75,842	83,661	98,097	87,771
Subordinated Indebtedness Reserve Account	-	-	-	-	-	-	-	-	-	-
Operation and Maintenance Reserve Account	3,430	3,868	-	4,537	14,531	8,238	8,817	4,797	6,513	4,887
Secondary Subordinated Indebtedness Account	-	-	101,467	121,533	-	-	-	-	-	-
Discretionary Fund										
Central Energy Plant Obligation	-	-	-	-	8,588	10,189	10,189	10,278	10,368	10,460
Secondary Subordinated Indebtedness										
Remaining Revenues										
Airport Exclusive Revenue Sources	4,311	47,928	9,796	4,370	6,034	8,142	8,234	8,234	9,229	9,499
Remaining Authority Funds Net of Transfers	101,137	70,302	77,610	144,248	144,462	168,510	148,412	172,517	151,643	158,005
Airline Share	77,111	25,302	32,610	99,248	99,462	123,510	61,901	67,615	45,746	50,703
Total Application of Revenues	$ 597,852	$ 489,730	$ 587,147	$ 797,245	$ 862,091	$ 937,215	$ 947,275	$ 1,014,454	$ 1,047,516	$ 1,103,038

1. Revenues include Federal COVID-19 Grants to defease debt with Secondary Subordinated Indebtedness debt service in FY 2021 and FY 2022.
2. Other operating revenue in FY 2024 includes one-time ARPA concession waiver payment.
Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit G

Debt Service Coverage and Rate Covenant
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 projections will not be realized and unanticipated events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

		Actual 2019	Actual 2020	Actual 2021	Actual 2022	DBO P1 2023	Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
BOND RESOLUTION RATE COVENANT											
Revenues[1]		$ 597,852	$ 489,730	$ 587,147	$ 797,245	$ 862,091	$ 937,215	$ 947,275	$ 1,014,454	$ 1,047,516	$ 1,103,038
Operating and Maintenance Expenses		(305,247)	(274,526)	(257,034)	(318,276)	(434,758)	(484,110)	(567,010)	(595,791)	(634,871)	(664,195)
Net Revenues	[A]	$ 292,606	$ 215,203	$ 330,113	$ 478,969	$ 427,334	$ 453,105	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Transfer[2]		-	-	-	-	-	-	-	-	-	-
Available Net Revenues for Debt Service	[B]	$ 292,606	$ 215,203	$ 330,113	$ 478,969	$ 427,334	$ 453,105	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Accrued Aggregate Debt Service (Senior Bonds)		$ 129,996	$ 128,389	$ 128,560	$ 132,556	$ 138,922	$ 168,778	$ 152,630	$ 159,764	$ 179,251	$ 205,712
Less: Available PFC Revenues		(30,934)	(70,635)	(70,862)	(75,659)	(80,709)	(117,480)	(85,760)	(88,203)	(88,201)	(88,194)
Aggregate Debt Service (Senior Bonds)	[C]	$ 99,062	$ 57,754	$ 57,699	$ 56,897	$ 58,213	$ 51,298	$ 66,870	$ 71,561	$ 91,049	$ 117,518
Debt Service on Subordinated Indebtedness											
Priority Subordinated Indebtedness Debt Service		7,555	10,050	50,931	48,137	96,045	83,219	75,842	83,661	98,097	87,771
Secondary Subordinated Indebtedness Debt Service[3]		-	-	101,467	121,533	-	-	-	-	-	-
Total Debt Service (Senior and Subordinate Net of PFCs)	[D]	$ 106,617	$ 67,804	$ 210,097	$ 226,567	$ 154,258	$ 134,517	$ 142,712	$ 155,222	$ 189,146	$ 205,289
Central Energy Plant Obligation[4]		-	-	-	-	8,588	10,189	10,189	10,278	10,368	10,460
Total Including Central Energy Plant Obligation[4]	[E]	$ 106,617	$ 67,804	$ 210,097	$ 226,567	$ 162,846	$ 144,706	$ 152,901	$ 165,500	$ 199,514	$ 215,749
Debt Service Coverage											
Airport Facilities Revenue Bonds (Senior) Under Section 711	[B]/[C]	2.95	3.73	5.72	8.42	7.34	8.83	5.69	5.85	4.53	3.73
Total Indebtedness (Senior and Subordinate)	[B]/[D]	2.74	3.17	1.57	2.11	2.77	3.37	2.66	2.70	2.18	2.14
Senior, Subordinate, Central Energy Plant Obligation	[B]/[E]	2.74	3.17	1.57	2.11	2.62	3.13	2.49	2.53	2.07	2.03
SUBORDINATE INDENTURE RATE COVENANT 10.01(a) and (b)											
Available Net Revenues (Net Revenues less Aggregate Debt Service)	[A-C=F]	$ 193,544	$ 157,449	$ 272,414	$ 422,072	$ 369,121	$ 401,806	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Transfer[2]		-	-	-	-	-	-	-	-	-	-
Available Net Revenues and Transfer		$ 193,544	$ 157,449	$ 272,414	$ 422,072	$ 369,121	$ 401,806	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Aggregate Annual Debt Service											
Priority Subordinated Indebtedness	[G]	$ 7,555	$ 10,050	$ 50,931	$ 48,137	$ 96,045	$ 50,459	$ 49,963	$ 49,448	$ 48,904	$ 38,577
Short Term Subordinated Obligations	[H]	-	-	101,467	121,533	-	32,760	25,879	34,213	49,193	49,194
Total Aggregate Annual Subordinated Debt Service	[I]	$ 7,555	$ 10,050	$ 152,399	$ 169,670	$ 96,045	$ 83,219	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Subordinate Debt Service Coverage - Section 10.01(b)	[F]/[I]	25.62	15.67	5.35	8.77	3.84	7.96	6.27	7.02	6.58	8.33
Subordinate Debt Service Coverage Without Transfer		25.62	15.67	5.35	8.77	3.84	7.96	6.27	7.02	6.58	8.33
Coverage Requirement		1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10	1.10
Indenture Rate Covenant - Section 10.01(a)											
Available Net Revenues (must be greater than "I")		$ 193,544	$ 157,449	$ 272,414	$ 422,072	$ 369,121	$ 401,806	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Total Senior and Priority Subordinated Coverage											
Net Revenues	[B]	$ 292,606	$ 215,203	$ 330,113	$ 478,969	$ 427,334	$ 453,105	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Transfer[2]		-	-	-	-	-	-	-	-	-	-
Available Net Revenues and Transfer		$ 292,606	$ 215,203	$ 330,113	$ 478,969	$ 427,334	$ 453,105	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Total Aggregate Annual Debt Service (Senior and Subordinate)	[D]	$ 106,617	$ 67,804	$ 210,097	$ 226,567	$ 154,258	$ 134,517	$ 142,712	$ 155,222	$ 189,146	$ 205,289
All Senior and Priority Subordinated Coverage (Without Transfer)	[B]/[D]	2.74	3.17	1.57	2.11	2.77	3.37	2.66	2.70	2.18	2.14

1. Revenues include Federal COVID-19 Grants to defease debt with Secondary Subordinated Indebtedness debt service in FY 2021 and FY 2022.
2. Although Transfers may be included in the calculation of coverage per the Senior Bond Resolution at 25% of annual Senior Bond Debt Service and the Subordinate Indenture at 10% of the Aggregate Annual Debt Service on Priority Subordinated Indebtedness, no Transfers were assumed for purposes of calculating debt service coverage.
3. Amounts to pay debt service to defease Outstanding Bonds.
4. Pursuant to the Global Agreement, payments to OUC in connection with its owning and operating the CEP and the EGP are treated as obligations. Includes debt service and O&M Expenses.

Sources: Greater Orlando Aviation Authority (historical and budget); LeighFisher all other years, November 2024.

Exhibit H

Summary of Results of Base Case and Stress Test Passengers
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 nanagement, as described in the accompanying text. Inevitably, some assumptions used to develop the projections will not be realized and unanticipatec events and circumstances could occur. Therefore, the actual results will vary from those projected, and the variations could be material.

		Estimated 2024	New Agmt 2025	2026	P1X Gates 2027	ABT 2028
Base Passenger Forecast						
Enplaned Passengers		29,056	27,915	28,752	29,327	29,914
Passenger Airline Revenues		$ 371,695	$ 437,961	$ 465,220	$ 490,697	$ 518,084
Nonairline Revenues		520,098	483,683	524,766	535,006	561,709
Other Revenues, including Cargo Landing Fees		45,421	25,631	24,468	21,813	23,245
Revenues		$ 937,215	$ 947,275	$ 1,014,454	$ 1,047,516	$ 1,103,038
Less: O&M Expenses		(484,110)	(567,010)	(595,791)	(634,871)	(664,195)
Net Revenues	A	$ 453,105	$ 380,265	$ 418,663	$ 412,645	$ 438,843
Senior Bonds						
Senior Bonds Debt Service[1]	B	$ 168,778	$ 152,630	$ 159,764	$ 179,251	$ 205,712
Less: Available PFC Revenues[2]	C	(117,480)	(85,760)	(88,203)	(88,201)	(88,194)
Net Debt Service	B - C = D	51,298	66,870	71,561	91,049	117,518
Available Net Revenues	A - D = E	$ 401,806	$ 313,395	$ 347,102	$ 321,596	$ 321,325
Priority Subordinated Indebtedness[3]						
Subordinated Bonds Debt Service	F	$ 83,219	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Subordinated Bonds Coverage	= E/F	4.83	4.13	4.15	3.28	3.66
Central Energy Plant Obligation[4]	G	$ 10,189	$ 10,189	$ 10,278	$ 10,368	$ 10,460
Total Indebtedness Coverage	= A / (D + F + G)	3.13	2.49	2.53	2.07	2.03
Cost per Enplaned Passenger for All Airlines		$8.54	$13.47	$13.84	$15.19	$15.65
Stress Test Passenger Projection						
Enplaned Passengers		29,056	24,698	25,439	26,075	26,727
Passenger Airline Revenues		$ 371,695	$ 424,169	$ 450,549	$ 475,541	$ 502,265
Nonairline Revenues		520,098	453,158	486,127	497,927	525,412
Other Revenues, including Cargo Landing Fees		45,421	25,911	24,759	21,898	23,053
Revenues		$ 937,215	$ 903,239	$ 961,435	$ 995,366	$ 1,050,731
Less: O&M Expenses		(484,110)	(567,010)	(595,791)	(634,871)	(664,195)
Net Revenues	A	$ 453,105	$ 336,229	$ 365,644	$ 360,495	$ 386,536
Senior Bonds						
Senior Bonds Debt Service[1]	B	$ 168,778	$ 152,630	$ 159,764	$ 179,251	$ 205,712
Less: Available PFC Revenues[2]	C	(117,480)	(85,760)	(88,203)	(88,201)	(88,194)
Net Debt Service	B - C = D	51,298	66,870	71,561	91,049	117,518
Senior Bonds Coverage	= A / D	8.83	5.03	5.11	3.96	3.29
Available Net Revenues	A - D = E	$ 401,806	$ 269,359	$ 294,083	$ 269,446	$ 269,018
Subordinated Bonds Debt Service	F	$ 83,219	$ 75,842	$ 83,661	$ 98,097	$ 87,771
Subordinated Bonds Coverage	= E/F	4.83	3.55	3.52	2.75	3.06
Central Energy Plant Obligation[4]	G	$ 10,189	$ 10,189	$ 10,278	$ 10,368	$ 10,460
Total Indebtedness Coverage	= A / (D + F + G)	3.13	2.20	2.21	1.81	1.79
Cost per Enplaned Passenger for All Airlines		$8.54	$15.56	$16.11	$17.26	$17.90

Source: LeighFisher, November 2024.

APPENDIX B

AMENDED AND RESTATED SENIOR BOND RESOLUTION

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GREATER ORLANDO AVIATION AUTHORITY

AMENDED AND RESTATED
AIRPORT FACILITIES REVENUE BOND RESOLUTION
AUTHORIZING
AIRPORT FACILITIES REVENUE BONDS
OF
CITY OF ORLANDO, FLORIDA

Approved September 16, 2015

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 1006.

"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 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 provider having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder. 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 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 during such period 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 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.

"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 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, and which amount shall be available for use only with respect to such Series of Bonds.

"Depositary" 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 depositary 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.

"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, 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 expense, depreciation expense, or any other operation or maintenance expense funded by Special Purpose 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.

"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 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 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 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 lawfully available for the payment of debt service with respect to 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;

(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.";

(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 1006, 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 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 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.

"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" 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;

(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 1006.

SECTION 203. **[Deleted]**.

SECTION 204. Additional Bonds.

1. 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:

(a) An Authorized Officer of the Authority or an Airport Consultant has provided a certificate stating that Net Revenues and any 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 months out of the most recent 24 consecutive months immediately preceding the 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 be utilized in determining compliance with the provisions of Section 711.2 hereof), when considering the projected Aggregate Debt Service on such proposed Additional Bonds 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 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 during such Fiscal Years on such proposed Additional Bonds; or

(b) An Airport Consultant has provided a certificate stating that, based upon assumptions the Airport Consultant deems reasonable, projected Net Revenues and any Subordinated Pledged Revenues, will be sufficient to satisfy the rate covenant set forth in Section 711 hereof (provided Subordinated Pledged Revenues shall not be utilized in determining compliance with the provisions of Section 711.2 hereof), when considering the projected Aggregate Debt Service on such proposed Additional Bonds 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(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, which calculations may be based upon information provided by the Authority.

For purposes of preparing the certificate or certificates described above, the Authorized Officer of the Authority or Airport Consultant, 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 generally accepted accounting principles.

Neither 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.

3. 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 1 of Section 204 evidencing that such Series of Refunding Bonds meets the

tests provided for by such subsection 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 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.

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 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 Subsection 204-1 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, 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 by 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, the Pledged Funds. A Series of Bonds may be further secured by a credit facility, guaranty or municipal bond insurance policy.

2. 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 Subordinated Indebtedness;

(5) To the deposit to any debt service reserve account established by 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 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 3 of this Section may, at the discretion of the Authority, 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) the purchase or redemption of 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 lawful purpose of the Authority;

provided that, subject to the provisions of subsection 1, 2 and 3 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.

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 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 the deficiencies as required by subsections 1, 2 and 3 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 such Issuing Instrument(s) by a pledge of the moneys deposited pursuant to Sections 405 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 or Secondary Subordinated Indebtedness shall be incurred, and the proceeds thereof utilized for, any lawful purpose 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. **[Deleted].**

SECTION 416. Released Revenues. The Authority may cause a category of income, receipts or other revenues then included in the definition of "Revenues" in Section 101 to be excluded from such definition for all purposes of this Resolution, which exclusion shall be 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 Authority to release such 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 and any Subordinated Pledged Revenues, 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 to be redeemed no less than the authorized denomination or an integral multiple thereof as provided by Supplemental Resolution with respect to a Series of Bonds, or with respect to Capital Appreciation Bonds, the Maturity Amount of 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 authorized denomination 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 the authorized denomination as 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 authorized denomination as 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. 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 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 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 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 Pledged Funds or of the moneys, securities or funds 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 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 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. 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 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.

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. 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 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 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 Depositary 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 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 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 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. the estimated amount of Special Purpose 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 Special Purpose Facility Debt and all sinking fund, reserve or other payments required by the Supplemental Resolution authorizing and securing such Special Purpose Facility Debt;

2. in the case of Special Purpose Facility Debt secured solely from sources described in subsection (i) of the definition of Special Purpose Facility Revenues, the Airport Consultant 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. no Event of Default then exists under Article VIII of this Resolution; and

5. the Authority is in compliance with any and all requirements set forth in any Supplemental Resolution related to such Special Purpose Facility Debt or 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 (or any portion thereof) financed with such Special Purpose Facility Debt shall be 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 posting notice of such resignation 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 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 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 cure any ambiguity or formal defect or omission or to correct any inconsistent or obsolete provisions in the Resolution 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 on the issuance of Bonds under the provisions of the Resolution other conditions, limitations and restrictions thereafter to be observed.

(4) To add to the covenants and agreements of the Authority in the Resolution other covenants and agreements thereafter to be observed by the Authority or to surrender any right or power herein reserved to or conferred upon the Authority.

(5) To authorize Additional Bonds 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, 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 delivery of such Bonds.

(6) To authorize Additional Projects or to change or modify the description of any Additional Project.

(7) To specify and 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 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 terms, conditions and provisions 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 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, 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 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 required and such Bonds shall not be 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 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 time 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 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 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 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. Nothing in this Article X 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. 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.

3. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

SECTION 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 X, 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 1006. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken in this Article X 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 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 Priced, 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, fee 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 depositary wherever situated, showing at the date therein mentioned that such person exhibited to such member or officer or had on deposit

with such depositary 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 depositary 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 in the form provided in the Supplemental Resolution authorizing such Series of Bonds.

[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 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.

Airport Facilities Revenue Bond Resolution approved and adopted by Greater Orlando Aviation Authority Board on September 16, 2015.

GREATER ORLANDO AVIATION AUTHORITY

By:_____
Chairman

APPENDIX C

MASTER SUBORDINATED INDENTURE

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AMENDED AND RESTATED
MASTER SUBORDINATED INDENTURE OF TRUST

between

GREATER ORLANDO AVIATION AUTHORITY,
as an agency of the City of Orlando, Florida

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of July 1, 2016

Relating to:

GREATER ORLANDO AVIATION AUTHORITY
PRIORITY SUBORDINATED AIRPORT FACILITIES INDEBTEDNESS
OF THE CITY OF ORLANDO, FLORIDA

and

GREATER ORLANDO AVIATION AUTHORITY
SECONDARY SUBORDINATED AIRPORT FACILITIES INDEBTEDNESS
OF THE CITY OF ORLANDO, FLORIDA

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INDENTURE OF TRUST

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(The Table of Contents is not a part of the Indenture of Trust
but is for convenience of reference only)

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AMENDED AND RESTATED
MASTER SUBORDINATED INDENTURE OF TRUST

THIS AMENDED AND RESTATED MASTER SUBORDINATED INDENTURE OF TRUST, dated as of the 1st day of July, 2016 (the "***Effective Date***"), by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body created pursuant to the laws of the State of Florida as an agency of the City of Orlando, Florida (the "***Authority***"), and U.S. BANK NATIONAL ASSOCIATION, a national bank duly organized and existing under the laws of the United States of America, having the authority to exercise corporate trust powers and having a designated corporate trust office in Orlando, Florida, as trustee (the "***Trustee***"), amends and restates in its entirety the Indenture of Trust dated as of August 1, 1992, as supplemented and amended (the "***Prior Subordinated Indenture***"), by and between the Authority and NCNB National Bank of Florida, as trustee.

W I T N E S S E T H:

In consideration of the premises, of the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Subordinated Obligations (as hereinafter defined) by the holders thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Subordinated Obligations are to be issued, authenticated, delivered, secured and accepted by all persons who shall, from time to time, be or become holders thereof, and in order to secure the payment of the Subordinated Obligations issued and Outstanding hereunder, and the interest thereon, according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants, agreements and conditions therein and herein contained, the Authority and the Trustee hereby agree as follows:

ARTICLE I
FACTUAL RECITALS

The Authority hereby finds, determines and declares that:

(a) All terms used herein unless otherwise defined have the meaning ascribed to those terms in Article III of this Indenture.

(b) The Authority was created by the Act, as an agency of the City.

(c) The Airport System is owned by the City. Pursuant to the Operation and Use Agreement, the City has transferred to the Authority custody, control and management of the Airport System for a period which will expire, subject to early termination in certain conditions, on September 30, 2065.

(d) Pursuant to the Act, the Authority has the power to acquire, construct, reconstruct, operate, maintain, extend and improve the Airport System.

(e) Pursuant to the Bond Resolution, the Authority is authorized to issue Subordinated Indebtedness, and on and after the Consent Effective Date, Secondary Subordinated Indebtedness as set forth herein, for any lawful purpose of the Authority,

including, without limitation, the financing of extensions, improvements and betterments to the Airport System.

(f) The only obligations Outstanding as of the Effective Date under the Prior Subordinated Indenture are the Other Parity Indebtedness.

(g) The Prior Subordinated Indenture is hereby amended and restated in its entirety as of the date of this Indenture and as of such date the Other Parity Indebtedness is secured and governed by this Indenture in all respects.

ARTICLE II
GRANTING CLAUSES

The Authority, in order to secure the payment of the principal of, redemption premium, if any, and interest on the Subordinated Obligations according to their tenor and effect and to insure the performance and observance by the Authority of all the covenants expressed herein and in the Subordinated Obligations, has given, granted a security interest in, pledged and assigned and does by these presents give, grant a security interest in, pledge and assign to the Trustee, and to its successors in the trusts hereby created, and to them and their assigns forever, which security interest, pledge and assignment is expressly made subject and subordinate to the security interest, pledge and assignment of the Revenues under the Bond Resolution in favor of the Senior Bonds:

I

All of the rights, title and interest of the Authority in the Pledged Subordinated Revenues and proceeds of Priority Subordinated Indebtedness for the benefit of the holders of the Priority Subordinated Indebtedness (without regard to acceleration unless all such Priority Subordinated Indebtedness has been accelerated) and all of the rights, title and interest of the Authority in the Pledged Secondary Subordinated Revenues and proceeds of Secondary Subordinated Indebtedness for the benefit of the holders of the Secondary Subordinated Indebtedness (without regard to acceleration unless all such Secondary Subordinated Indebtedness has been accelerated).

II

All rights, title and interest of the Authority in and to all moneys and securities from time to time held by the Trustee under the terms of this Indenture, and in any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, pledged and assigned as and for additional security hereunder, by the Authority with written instructions that it be held under the terms of this Indenture or by anyone on its behalf or with its written consent and with such written instructions, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby given, granted, pledged and assigned or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all holders or owners of the Subordinated Obligations issued and secured hereunder, except as expressly provided in this Indenture and the Issuing Instrument for a Series of Subordinated Obligations (provided that the separate accounts in the Construction Fund, the Subordinated Debt Service Funds and the Subordinated Debt Service Reserve Funds shall secure only the Series of Subordinated Obligations with respect to which such accounts are created);

PROVIDED, HOWEVER that the security interest in and pledge of the foregoing Pledged Secondary Subordinated Revenues and other security in favor of the Secondary Subordinated Indebtedness is expressly subordinate to the security interest in the Pledged Subordinated Revenues and the pledge hereunder in favor of the Priority Subordinated Indebtedness;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, redemption premium, if any, and the interest due or to become due on the Subordinated Obligations, at the times and in the manner mentioned in the Subordinated Obligations, according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee, in the form of cash funds or Defeasance Obligations in which such funds are invested, the entire amount due or to become due thereon, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payment or provision for payment, this Indenture and the rights hereby granted shall cease, determine and be void, otherwise this Indenture shall be and remain in full force and effect.

ARTICLE III
DEFINITIONS

Section 3.01. Definitions.

(a) As used herein unless some other meaning is plainly intended, the following terms and phrases shall have the meanings described in the Bond Resolution (as attached in Appendix A), as the same shall be amended from time to time pursuant to the provisions of the Bond Resolution:

Act
Aggregate Debt Service
Airport Consultant
Airport System
Authority
Board
City
Consulting Engineers
Cost of Construction
Discretionary Fund
Fiscal Year
Fitch
Moody's
Net Revenues
Operation and Maintenance Expenses
Operation and Maintenance Fund
Operation and Maintenance Reserve Account
Passenger Facility Charges or PFCs
PFC Revenues
Rating Agency
Revenues
S&P or Standard & Poor's
United States Obligations (as defined in

"Investment Securities")

Immediately on and after the Consent Effective Date, the terms "***Available Revenues***" and "***Customer Facility Charges***" or "***CFCs***," as used in this Indenture, shall have the meaning ascribed to such terms in the Bond Resolution, as the same shall be amended from time to time.

Set forth on Appendix A to this Indenture are the definitions of the foregoing terms as in effect on the date of adoption of this Indenture (and with respect to the terms "Available Revenues" and "Customer Facility Charges" or "CFCs," to be in effect on the Consent Effective Date). If and when any such defined term is amended within the Bond Resolution, the definition of such term as used in this Indenture shall also automatically be amended without further action hereunder or approval pursuant to Article XIV hereof, except that the Trustee shall not be deemed to have notice of such amendments to the Bond Resolution until the Authority shall have provided such notice in writing.

(b) In addition to the above, the following terms and phrases shall have the following meanings unless some other meaning is plainly intended:

"Accreted Value" means the accreted value of the Capital Appreciation Subordinated Obligations, 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 Subordinated Obligation.

"Additional Project" means the acquisition and/or construction of any additional aviation facilities for the Airport System or any additions, extensions, improvements or betterments to or reconstructions of the Airport System to be financed, in whole or in part, from the proceeds of any Additional Subordinated Obligations issued pursuant to the provisions of Section 4.09 or 4.11.

"Additional Subordinated Obligations" means Subordinated Obligations of the Authority authenticated and delivered under and pursuant to the provisions of Section 4.09 or 4.11 hereof or Other Parity Indebtedness, in either case having a lien on the Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, ranking on a parity with the lien thereon of the Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness, as applicable, Outstanding hereunder.

"Aggregate Annual Subordinated Debt Service" shall mean for any Fiscal Year the aggregate amount of Annual Debt Service on all Outstanding Subordinated Obligations and Unissued Subordinated Program Obligations, or, when calculating Aggregate Annual Subordinated Debt Service on all Outstanding Priority Subordinated Indebtedness, calculated as to Outstanding Priority Subordinated Indebtedness and Unissued Priority Subordinated Program Obligations. For purposes of calculating Aggregate Annual Subordinated Debt Service, the following components of debt service shall be computed as follows:

(1) in determining the amount of principal to be funded in each year, payment shall (unless a different subsection of this definition applies for purposes of determining

principal maturities or amortization) be assumed to be made on Outstanding Subordinated Obligations and Unissued Subordinated Program Obligations in accordance with any amortization schedule established by the governing documents setting forth the terms of such Subordinated Obligations, including, as a principal payment, the Accreted Value of any Capital Appreciation Subordinated Obligations maturing or scheduled for redemption in such year; in determining the amount of interest to be funded in each year, interest payable at a fixed rate shall (except to the extent subsection (2), (3) or (4) of this definition applies) be assumed to be made at such fixed rate and on the required funding dates; provided, however, that interest payable on the Subordinated Obligations shall be excluded to the extent such payments are to be paid from Capitalized Interest for such Fiscal Year;

(2) if all or any portion or portions of any Outstanding Series of Subordinated Obligations or Unissued Subordinated Program Obligations constitute Balloon Indebtedness (excluding Unissued Subordinated Program Obligations to which subsection (6) applies), then, for purposes of determining Aggregate Annual Subordinated Debt Service, each maturity which constitutes Balloon Indebtedness shall, unless a shorter term is otherwise provided in the Issuing Instrument pursuant to which such Balloon Indebtedness is issued or unless subsection (3) of this definition then applies to such maturity, be treated as if it were to be amortized over a term of not more than 30 years and with substantially level annual debt service funding payments commencing not later than the year following the year in which such Balloon Indebtedness was issued, and extending not later than 30 years from the date such Balloon Indebtedness was originally issued; the interest rate used for such computation for Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Obligations of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax-Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness; with respect to any Series of Subordinated Obligations, Unissued Subordinated Program Obligations or Subordinated Program Obligations only a portion of which constitutes Balloon Indebtedness, the remaining portion shall be treated as described in subsection (1) above or such other provision of this definition as shall be applicable and, with respect to any such Series, Unissued Subordinated Program Obligations or Subordinated Program Obligations or that portion of a Series thereof which constitutes Balloon Indebtedness, all funding requirements of principal and interest becoming due prior to the year of the stated maturity of the Balloon Indebtedness shall be treated as described in subsection (1) above or such other provision of this definition as shall be applicable;

(3) any maturity of Subordinated Obligations which constitutes Balloon Indebtedness as described in subsection (2) of this definition and for which the stated maturity date occurs within 12 months from the date such calculation of Aggregate Annual Subordinated Debt Service is made, shall be assumed to become due and payable

on the stated maturity date and subsection (2) above shall not apply thereto unless there is delivered to the entity making the calculation of Aggregate Annual Subordinated Debt Service a certificate of an Authorized Authority Representative stating that the Authority intends to refinance such maturity and stating the probable terms of such refinancing and that the debt capacity of the Authority is sufficient to successfully complete such refinancing; and upon the receipt of such certificate, such Balloon Indebtedness shall be assumed to be refinanced in accordance with the probable terms set out in such certificate and such terms shall be used for purposes of calculating Aggregate Annual Subordinated Debt Service, provided that such assumption shall not result in an interest rate lower than that which would be assumed under subsection (2) above and shall be amortized over a term of not more than 30 years from the date of refinancing;

(4) if any Outstanding Subordinated Obligations (including Subordinated Program Obligations) or any Subordinated Obligations which are then proposed to be issued constitute Tender Indebtedness (but excluding Subordinated Program Obligations or Subordinated Obligations as to which a Qualified Derivative is in effect and to which subsection (7) or (8) applies), then, for purposes of determining Aggregate Annual Subordinated Debt Service, Tender Indebtedness shall be treated as if the principal amount of such Subordinated Obligations were to be amortized over a term of not more than 30 years commencing in the year in which such Series is first subject to tender and with substantially level Annual Debt Service payments and extending not later than 30 years from the date such Tender Indebtedness was originally issued; the interest rate used for such computation for Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Obligations of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness; and with respect to all funding requirements of principal and interest payments becoming due prior to the year in which such Tender Indebtedness is first subject to tender, such payments shall be treated as described in subsection (1) above unless the interest during that period is subject to fluctuation, in which case the interest becoming due prior to such first tender date shall be determined as provided in subsection (5) or (6) below, as appropriate;

(5) if any Outstanding Subordinated Obligations constitute Variable Rate Indebtedness, including obligations described in subsection (8)(ii) to the extent it applies (except to the extent subsection (2) or (3) relating to Balloon Indebtedness or (4) relating to Tender Indebtedness or subsection (8)(i) relating to Synthetic Fixed Rate Debt or subsection (9) relating to Short Term Subordinated Obligations applies), the interest rate on such Subordinated Obligations that are Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for variable rate Subordinated Obligations of a corresponding

term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness; provided, however, that a Holder's optional tender rights relating to any Variable Rate Indebtedness shall not be taken into account;

(6) subject to subsection (9) of this definition of Aggregate Annual Subordinated Debt Service, with respect to any Subordinated Program Obligations or Unissued Subordinated Program Obligations (i) debt service on Subordinated Program Obligations then Outstanding shall be determined in accordance with such of the foregoing provisions of this definition as shall be applicable, and (ii) with respect to Unissued Subordinated Program Obligations, it shall be assumed that the full principal amount of such Unissued Subordinated Program Obligations will be amortized over a term of 30 years from the date the initial Subordinated Program Obligations of such Program are issued and it shall be assumed that debt service shall be paid in substantially level Annual Debt Service payments over such assumed term; the interest rate used for such computation for Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Obligations of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness;

(7) debt service on Repayment Obligations, to the extent such obligations constitute Subordinated Obligations under Section 4.12, shall be calculated as provided in Section 4.12;

(8) (i) for purposes of computing the Aggregate Annual Subordinated Debt Service of Subordinated Obligations which constitute Synthetic Fixed Rate Debt, the interest payable thereon shall, if the Authority elects, be that rate as provided for by the terms of the Qualified Derivative or the net interest rate payable pursuant to offsetting indices, as applicable; or, if the Authority fails to elect such rate, then for Tax Exempt Bonds it shall be deemed to be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority;

(ii) for purposes of computing the Aggregate Annual Subordinated Debt Service of Subordinated Obligations with respect to which a Qualified Derivative has been entered into whereby the Authority has agreed to pay the floating variable rate thereunder, no fixed interest rate amounts payable on the Subordinated Obligations to which such Hedge pertains shall be included in the calculation of Aggregate Annual

Subordinated Debt Service, and the interest rate with respect to such Subordinated Obligations shall, if the Authority elects, be the sum of that rate as determined in accordance with subsection (5) relating to Variable Rate Indebtedness plus the difference between the interest rate on the Designated Debt and the rate received from the Qualified Derivative Provider;

(9) with respect to any Short Term Subordinated Obligations (or portions thereof) that are not designated as a Subordinated Program Obligation, including, without limitation, Line of Credit Indebtedness, the principal and interest thereof shall be calculated as if only the amount actually disbursed to or for the benefit of the Authority as of the date of such calculation, and not theretofore repaid, is the Outstanding Principal Amount of such Short Term Subordinated Obligations, and debt service on such Short Term Subordinated Obligations shall be calculated assuming that the Outstanding principal amount of such Short Term Indebtedness shall be amortized over a term of not more than 30 years from the date of disbursement or such shorter period as may be designated in writing by an Authorized Authority Representative, with substantially level annual debt service payments, and the interest rate used for such computation for Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Obligations of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax-Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness. Notwithstanding the foregoing to the contrary, in calculating Aggregate Annual Subordinated Debt Service with respect to any Short Term Subordinated Obligations, if and to the extent directed by a certificate of an Authorized Authority Representative, the Airport Consultant or an Authorized Authority Representative may rely on projections of a Consultant with respect to the treatment of Outstanding Short Term Subordinated Obligations, including without limitation, assuming that interest on such Obligations is Capitalized Interest for a specified period and that at the end of such period, such Short Term Subordinated Obligations are refunded with the proceeds of Subordinated Bonds bearing interest at a rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Bonds of a corresponding term issued under this Indenture on the date specified in such projection, with no credit enhancement and taking into consideration whether such Subordinated Bonds are Tax Exempt Bonds or Taxable Bonds and whether such Subordinated Bonds are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness, and such Subordinated Bonds shall be amortized over a period of thirty (30) years or such shorter period as designated by such Consultant with substantially level Annual Debt Service payments over such term;

(10) 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 principal and/or interest on specified Subordinated

Obligations, then the principal and/or interest to be paid from such moneys, Permitted Investments or Capitalized Interest or from the earnings thereon shall be disregarded and not included in calculating Aggregate Annual Subordinated Debt Service or Annual Debt Service; and

(11) if (a) prior to the Consent Effective Date, PFC Revenues or State and/or federal grants or other moneys have been irrevocably committed or are held by the Trustee or another fiduciary and are to be set aside exclusively to be used to pay principal of, interest on or premium, if any, on specified Subordinated Obligations pursuant to an Issuing Instrument or a Supplemental Subordinated Indenture (and are not otherwise required for payment of Senior Bonds), or, (b) after the Consent Effective Date, Available Revenues, or State and/or federal grants or other moneys have been irrevocably committed or are held by the Trustee or another fiduciary and are to be set aside exclusively to be used to pay principal of, interest or premium, if any, on specified Subordinated Obligations pursuant to an Issuing Instrument or a Supplemental Subordinated Indenture (and are not otherwise required for payment of Senior Bonds), then the principal, interest and/or premium to be paid from such PFC Revenues, Available Revenues, State and/or federal grants or other moneys or from earnings thereon shall be disregarded and not included in calculating Aggregate Annual Subordinated Debt Service.

"Amortization Installment" means the funds to be deposited in a Debt Service Account in a given Fiscal Year for the payment at maturity or redemption of a portion of a Series of Term Bonds, as established hereby or by Issuing Instrument at or before the delivery of that Series of Term Bonds.

"Annual Debt Service" shall mean, with respect to any Subordinated Obligation for any Fiscal Year, the aggregate amount of principal, premium, if any, and interest becoming due and payable during such Fiscal Year, and if a Qualified Derivative is in effect for any Subordinated Obligation, plus the amount of Regularly Scheduled Hedge Payments payable by the Authority (or the Trustee) under the Qualified Derivative in accordance with the terms thereof, less any amount to be received by the Authority from the Qualified Derivative Provider pursuant to the Qualified Derivative, calculated using the principles and assumptions set forth in the definition of Aggregate Annual Subordinated Debt Service.

"Authenticating Agent" means the Trustee or other authenticating agent appointed by the Authority by Issuing Instrument to authenticate Subordinated Obligations pursuant to Section 4.04 hereof.

"Authorized Amount" shall mean, when used with respect to Subordinated Obligations, including Subordinated Obligations issued pursuant to a Program, the maximum Principal Amount of Subordinated Obligations which is then authorized by an Issuing Instrument or, with respect to a Program, a certificate of an Authorized Authority Representative, to be Outstanding at any one time. Notwithstanding the provisions of this definition of "Authorized Amount," in connection with Section 4.08(a) and Section 10.01 and the calculation of Aggregate Annual Subordinated Debt Service or Annual Debt Service with respect to a Commercial Paper Program, "Authorized Amount" shall mean the lesser of (i) the authorized amount of Subordinated

Program Obligations set forth in the Issuing Instrument establishing the Commercial Paper Program or (ii) the total amount available (utilized and unutilized, if applicable) under a Credit Facility entered into with respect to such Commercial Paper Program and the total amount of Commercial Paper that may be issued pursuant to a Commercial Paper Program that is not enhanced by a Credit Facility.

"Authorized Authority Representative" means the Authority's Chairman, the Vice-Chairman, the Treasurer, the Secretary of the Board, the Executive Director, or the Chief Financial Officer, 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, as designated by written certificate furnished to the Trustee containing the specimen signature of such persons and signed by the Chairman. Such certificate may designate an alternate or alternates.

"Authorized Depositary" means the Trustee or one or more other banks, trust companies, national banking associations, savings and loan associations, savings banks or other banking associations designated by the Authority with approval of the Trustee that shall have qualified with all applicable state and federal requirements concerning the receipt of Authority funds.

"Available Net Revenues" means all Revenues of the Authority remaining after all deposit requirements in clauses (1), (2) and (3) of Section 405.1 of the Bond Resolution have been satisfied.

"Balloon Indebtedness" shall mean, with respect to any Series of Subordinated Obligations 25% or more of the principal of which matures on the same date or within a Fiscal Year, that portion of such Series which matures on such date or within such Fiscal Year. For purposes of this definition, the principal amount maturing on any date shall be reduced by the amount of such Subordinated Obligations scheduled to be amortized by prepayment or redemption prior to their stated maturity date. A Commercial Paper Program and the Commercial Paper constituting part of such Program shall be deemed to be Balloon Indebtedness for purposes of this Indenture.

"Bond Counsel" means counsel selected by the Authority that is of nationally recognized standing in the field of law relating to the validity of, and the exclusion of interest on the obligations of states and their political subdivisions from gross income for federal income tax purposes.

"Bondholder," "Holder" or "Owner" (whether or not capitalized) means the registered owner (or its authorized representative) of any Subordinated Obligation issued in registered form and the bearer of any Subordinated Obligation or coupon with respect thereto issued in bearer or coupon form at any time Outstanding hereunder, any Hedge Provider of a Hedge related to a Subordinated Obligation, and any Credit Provider to which the Authority is obligated to repay Line of Credit Indebtedness under this Indenture or whose Repayment Obligation constitutes a Subordinated Obligation under Section 4.12 hereof.

"Bond Insurer" means, with respect to any Series of Subordinated Obligations, the issuer of a municipal bond insurance policy insuring the payment, when due, of the principal of and interest on such Series or portion of a Series of Subordinated Obligations.

"Bond Registrar" or "Registrar" means the registrar appointed by the Authority, from time to time, under the provisions of Section 4.03 of this Indenture.

"Bond Resolution" means, (i) prior to the Consent Effective Date, the Airport Facilities Revenue Bond Resolution of the Authority Authorizing Airport Facilities Revenue Bonds of the City adopted on June 24, 2015 and effective on July 31, 2015, as amended and supplemented from time to time, and (ii) on and after the Consent Effective Date, the Amended and Restated Airport Facilities Revenue Bond Resolution of the Authority Authorizing Airport Facilities Revenue Bonds of the City approved September 16, 2015, as amended and supplemented from time to time.

"Business Day" means a day on which banking business is transacted in New York City and in the city or cities in which the Trustee has its principal corporate trust office and on which the New York Stock Exchange is open.

"Capital Appreciation Subordinated Obligations" means Subordinated Obligations that bear interest at a compounded rate and which interest is payable only at maturity or upon prior redemption thereof or Subordinated Obligations issued at a discount from par value that bear no stated interest and appreciate in value over time.

"Capitalized Interest" shall mean the amount of interest on a Series of Subordinated Obligations, if any, funded from the proceeds of such Subordinated Obligations or other monies that are deposited with the Trustee in the applicable account within the Construction Fund or the Subordinated Debt Service Funds as shall be described in an Issuing Instrument upon issuance of such Subordinated Obligations to be used to pay interest on such Subordinated Obligations.

"Certificate of Authentication" means a certificate of authentication executed by an Authenticating Agent to authenticate Subordinated Obligations pursuant to Section 4.04 hereof.

"Chairman" means the Chairman or Vice Chairman of the Board.

"Code" means the Internal Revenue Code of 1986, as amended, or any applicable corresponding provisions of any future laws of the United States of America relating to federal income taxation, and except as otherwise provided herein or required by the context thereof, includes interpretations thereof contained or set forth in the applicable regulations of the Department of the Treasury (including applicable final regulations, temporary regulations and proposed regulations), the applicable rulings of the Internal Revenue Service (including published Revenue Rulings and private letter rulings) and applicable court decisions.

"Commercial Paper" shall mean notes of the Authority issued as Subordinated Obligations under this Indenture with a maturity of not more than 270 days from the date of issuance and which are issued and reissued from time to time pursuant to a Program adopted by the Authority.

"Commercial Paper Program" shall mean a Program authorized by the Authority pursuant to which Commercial Paper shall be issued and reissued from time to time, up to the Authorized Amount of such Program.

"Completion Date" means the date of completion of the acquisition and construction of an Additional Project as that date shall be certified as provided in Section 7.03 hereof.

"Consent Effective Date" means the date on which sufficient consents of holders of Senior Bonds are received and the Amended and Restated Airport Facilities Revenue Bond Resolution of the Authority approved September 16, 2015 becomes effective.

"Construction Fund" means the Fund so designated in and established under Section 7.01 of this Indenture.

"Consultant" shall mean any Independent consultant, consulting firm (including the Airport Consultant), engineer (including the Consulting Engineers), architect, engineering firm, architectural firm, accountant or accounting firm, financial advisory or investment banking firm, or other expert recognized to be well-qualified for work of the character required and retained by the Authority to perform acts and carry out the duties provided for such consultant in this Indenture.

"Costs of Issuance Account" means the account by that name established within the Construction Fund pursuant to Section 7.01 of this Indenture.

"Credit Facility" shall mean a policy of municipal bond insurance, a letter of credit, surety bond, line of credit, guarantee, standby purchase agreement, Reserve Fund Credit Enhancement or other financial instrument which (i) obligates a third party to advance funds to the Authority for its authorized uses or to make payments of or provide funds to the Trustee for the payment of the principal of and/or interest on Subordinated Obligations, and/or (ii) is available to provide funds with which to purchase Subordinated Obligations, as applicable, whether such obligation is to pay in the first instance and seek reimbursement or to pay only if the Authority fails to do so.

"Credit Provider" shall mean the provider of a Credit Facility.

"Current Interest Bonds" means Subordinated Obligations that bear interest which is payable annually, semiannually or monthly, or such more frequent intervals as the Authority may determine.

"Defeasance Obligations" means Investment Securities described in clauses (i) and (vi) of the definition of "Investment Securities" in the Bond Resolution in effect on the date hereof.

"Designated Debt" shall mean a specific indebtedness, designated by the Authority, in which such debt shall be offset with a Hedge, such specific indebtedness to include all or any part of a Series of Subordinated Obligations.

"Effective Date" has the meaning set forth in the introductory paragraph of this Indenture.

"EMMA" means the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board, or any successor thereto designated as a nationally recognized municipal securities information repository by the SEC.

"Event of Default" shall have the meaning given to such term in Section 11.01.

"FDOT Indebtedness" means indebtedness owed by the Authority to the Florida Department of Transportation from time to time in a principal amount not to exceed $55,000,000.

"Hedge" shall mean any financial arrangement between the Authority and a financial institution (including, but not limited to, a Qualified Derivative Provider) which provides that (a) each of the parties shall pay to the other an amount or amounts calculated as if such amount were interest accruing during the term of the arrangement at a specified rate (whether fixed or a variable rate or measured against some other rate) on a Designated Debt, and payable from time to time or at a designated time or times (whether before, during or after the term of the arrangement); (b) if such amount is to be paid before it is deemed to have accrued, the amount paid shall reflect the present value of such future amount (i.e. an upfront premium), while an amount to be paid after it is deemed to have accrued shall reflect the time value of such funds; and (c) payment dates and calculated accrual rates need not be the same for each payor, but to the extent payment dates coincide, the arrangement may (but need not) provide that one shall pay to the other any net amount due under such arrangement.

"Hedge Provider" shall mean a party to a Hedge with the Authority.

"Hedge Termination Payment" shall mean an amount payable by the Authority or a Hedge Provider, in accordance with a Hedge, to compensate the other party to the Hedge for any losses and costs that such other party may incur as a result of an event of default or the early termination of the obligations, in whole or in part, of the parties under such Hedge.

"Implemented" shall mean, when used with respect to a Program, a Program which has been authorized and the terms thereof approved by a resolution adopted by the Board and, with respect to which Program, the items described in Sections 4.08 and 4.09(a) through (h) or the items described in Sections 4.08 and 4.11(a) through (h) have been filed with the Trustee.

"Indenture" means this Amended and Restated Master Subordinated Indenture of Trust, together with all Supplemental Subordinated Indentures as herein permitted.

"Independent" shall mean, when used with respect to any specified firm or individual, such a firm or individual who (a) does not have any direct financial interest or any material indirect financial interest in the operations of the Authority, other than the payment to be received under a contract for services to be performed, and (b) is not connected with the Authority as an official, officer or employee.

"Issuing Instrument" means, with respect to a Series of Subordinated Obligations, the Supplemental Subordinated Indenture, trust agreement, loan agreement, lease, installment purchase agreement, revolving or line of credit agreement, or other instrument or agreement pursuant to which such Subordinated Obligations are issued or incurred.

"Line of Credit Indebtedness" means the Authority's obligations to a Credit Provider to repay principal of and interest on drawings on a Credit Facility constituting a line of credit or similar facility, and other amounts due thereunder, pursuant to the terms of the Issuing Instrument between the Authority and the Credit Provider.

"Maturity Amount" means the amount payable at maturity of a Capital Appreciation Subordinated Obligation consisting of the original principal amount thereof or discounted present 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 Capital Appreciation Subordinated Obligation.

"Notes" means Subordinated Obligations issued under the provisions of Article IV of this Indenture which have a maturity of one year or less from their date of original issuance and which are not part of a Commercial Paper Program.

"Operation and Use Agreement" means the Amended and Restated Operation and Use Agreement dated as of August 31, 2015, amending and restating the agreement originally dated September 27, 1976, between the City and the Authority.

"Other Parity Indebtedness" means the Authority's obligations under and with respect to (a) the FDOT Indebtedness and the Line of Credit Indebtedness in existence on the date this Indenture is adopted and effective, and (b) Line of Credit Indebtedness and FDOT Indebtedness hereafter incurred; provided, however, that the aggregate principal amount of Line of Credit Indebtedness constituting Other Parity Indebtedness shall not exceed $550 million.

"Outstanding" when used with reference to Subordinated Obligations, means as of a particular date, all Subordinated Obligations that have been or are being on such date authenticated (if necessary) and delivered under this Indenture (including all drawn and unpaid Line of Credit Indebtedness) except (a) any Subordinated Obligation cancelled at or before said date, (b) any Subordinated Obligation (or portion of Subordinated Obligation) for the payment or redemption of which moneys equal to the principal amount (or, with respect to Capital Appreciation Subordinated Obligations, Maturity Amount) and premium, if any, thereof, as the case may be, with interest to the date of maturity or redemption date, shall have theretofore been deposited with the Trustee or an Authorized Depositary acting as an Escrow Agent in trust (whether upon or prior to maturity or the redemption date of such Subordinated Obligation) and, except in the case of a Subordinated Obligation to be paid at maturity, of which notice of redemption shall have been given or provided for in accordance with Article VI or provision satisfactory to the Trustee shall have been made for the giving of such notice, (c) any Subordinated Obligation in lieu of or in substitution for which another Subordinated Obligation shall have been authenticated (if necessary) and delivered pursuant to Article IV or Section 6.03, (d) Repayment Obligations deemed to be Subordinated Obligations under Section 4.12 hereof and (e) any Subordinated Obligation deemed to have been paid as provided in Section 15.01; provided, however, that any Outstanding Subordinated Obligations held by or on behalf of the Authority shall not be deemed to be Outstanding for purposes of determining Bondholder consent or direction under Article XI or Section 14.02.

"Paying Agent" means any bank or trust company designated by the Authority as paying agent for the Subordinated Obligations of any Series, and its successor or successors hereafter appointed in the manner provided in this Indenture. Notwithstanding any provisions hereof to the contrary, the Authority may serve as Paying Agent for a Series of Subordinated Obligations.

"Permitted Investments" means (a) "Investment Securities" as defined in the Bond Resolution, as it may be amended from time to time, other than the final clause thereof, and (b) any additional investments then permitted by law and the Authority's investment policy, as amended from time to time.

"Pledged Secondary Subordinated Revenues" means, on and after the Consent Effective Date, except as otherwise expressly provided in the Issuing Instrument for a Series of Subordinated Obligations (i) Available Net Revenues remaining after all amounts required to be deposited in the Priority Subordinated Debt Service Fund, the Priority Subordinated Debt Service Reserve Fund and the Operation and Maintenance Reserve Account pursuant to clauses (4), (5) and (6) of Section 405.1 of the Bond Resolution have been provided for and, (ii) after provision for deficiencies in the accounts for the Outstanding Senior Bonds and Priority Subordinated Indebtedness as provided in Section 411 of the Bond Resolution, any remaining amounts in the Discretionary Fund available for the purpose of paying Subordinated Obligations as provided in Section 411 of the Bond Resolution, but Pledged Secondary Subordinated Revenues shall exclude amounts on deposit in the Rebate Fund, and shall include all moneys and investments on deposit in the Secondary Subordinated Debt Service Fund and the Secondary Subordinated Debt Service Reserve Fund created hereunder to the extent provided herein and/or (iii) any Available Revenues pledged by the Authority to the payment of Secondary Subordinated Indebtedness by a Supplemental Subordinated Indenture or by an Issuing Instrument; provided, however, that moneys in an account of the Secondary Subordinated Debt Service Reserve Fund shall secure only the Series of Secondary Subordinated Indebtedness designated by Issuing Instrument to be secured by such account. Available Revenues not required for payment of and not pledged to secure one or more Series of Senior Bonds or Priority Subordinated Indebtedness may be pledged to secure any Series of Secondary Subordinated Indebtedness, either alone or with the Pledged Secondary Subordinated Revenues described in clauses (i) and/or (ii), if and to the extent provided in the Issuing Instrument or a Supplemental Subordinated Indenture with respect to a Series of Secondary Subordinated Indebtedness.

"Pledged Subordinated Revenues" means, except as otherwise expressly provided in the Issuing Instrument for a Series of Subordinated Obligations, (i) the Available Net Revenues, (ii) all moneys and investments on deposit in the funds and accounts created hereunder (other than the Secondary Subordinated Debt Service Fund, the Secondary Subordinated Debt Service Reserve Fund and the Rebate Fund) to the extent provided herein, and, after provision for deficiencies in the accounts for the Outstanding Senior Bonds as provided in Section 411 of the Bond Resolution, any remaining amounts in the Discretionary Fund available for the purpose of paying Subordinated Obligations as provided in Section 411 of the Bond Resolution, and/or (iii) any other revenues or, on and after the Consent Effective Date, Available Revenues pledged by the Authority to the payment of the Priority Subordinated Indebtedness by a Supplemental Subordinated Indenture or by an Issuing Instrument; provided, however, that moneys in an account of the Priority Subordinated Debt Service Reserve Fund shall secure only the Series of Priority Subordinated Indebtedness designated by Issuing Instrument to be secured by such

account. Before the Consent Effective Date, PFC Revenues, and on and after the Consent Effective Date, Available Revenues, in each case not required for payment of and not pledged to secure one or more Series of Senior Bonds, may be pledged to secure any Series of Priority Subordinated Indebtedness, either alone or with Available Net Revenues and/or other funds described in clause (ii), if and to the extent provided in the Issuing Instrument or a Supplemental Subordinated Indenture with respect to a Series of Priority Subordinated Indebtedness.

"Pooled Subordinated Reserve Account Requirement" means the lesser of the following: (x) ten percent (10%) of the aggregate Outstanding principal amount, from time to time, of each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account; (y) the maximum aggregate annual principal of and interest on each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account for any Fiscal Year; and (z) one hundred twenty-five percent (125%) of the average annual principal and interest requirements on each Series of Priority Subordinated Indebtedness secured by the Pooled Subordinated Reserve Account.

"Pooled Subordinated Reserve Account" means the account by that name established within the Priority Subordinated Debt Service Reserve Fund pursuant to Section 8.01 of this Indenture.

"Principal Amount" means, as of any date of calculation, (a) with respect to any Capital Appreciation Subordinated Obligations, the Accreted Value thereof (the difference between the stated amount to be paid at maturity and the Accreted Value being deemed unearned interest), and (b) with respect to any other Subordinated Obligations, the Outstanding principal amount of such Subordinated Obligations.

"Priority Subordinated Indebtedness" shall mean Subordinated Obligations (other than Subordinated Obligations identified in an Issuing Instrument as Secondary Subordinated Indebtedness) and shall be issued pursuant to Section 4.09 hereof or as Other Parity Indebtedness (unless such Other Parity Indebtedness is identified in an Issuing Instrument as Secondary Subordinated Indebtedness) and secured on a parity basis by the Pledged Subordinated Revenues.

"Priority Subordinated Debt Service Fund" means the fund by that name established pursuant to Section 8.01 of this Indenture.

"Priority Subordinated Debt Service Reserve Fund" means the fund by that name established pursuant to Section 8.01 of this Indenture.

"Program" shall mean a financing program all or a portion of which is (x) identified as a Program in an Issuing Instrument, which identification is not subsequently withdrawn in a certificate of an Authorized Authority Representative, or (y) identified as a Program by a certificate of an Authorized Authority Representative, including but not limited to a Commercial Paper Program, and (a) which is authorized and the terms thereof approved by a resolution adopted by the Board and the items described in Section 4.09 or 4.11 have been filed with the Trustee, (b) wherein the Authority has authorized the issuance, from time to time, of Short Term Subordinated Obligations in an Authorized Amount, and (c) the Authorized Amount of which

has either (x) met the additional bonds test set forth in Section 4.10 of this Indenture or (y) is issued as Secondary Subordinated Indebtedness pursuant to Section 4.11 of this Indenture and the Outstanding amount of which may vary from time to time, but not exceed the Authorized Amount; provided, however, that some or all of a Series of Short Term Subordinated Obligations may be identified in an Issuing Instrument or, at any time after the issuance or Implementation thereof, by a certificate of an Authorized Authority Representative as being part of a Program, and the aggregate Principal Amount of the Program of such Series may be changed from time to time by a certificate of an Authorized Authority Representative to the extent the portion of the Authorized Amount of such Short Term Subordinated Obligations are not then issued and Outstanding.

"Qualified Derivative" shall mean any Hedge (a) whose Designated Debt is all or part of a particular Series of Subordinated Obligations; (b) whose Hedge Provider is a Qualified Derivative Provider; (c) which has a term not greater than the term of the Designated Debt or to a specified mandatory tender or redemption of such Designated Debt; and (d) which has been designated in writing to the Trustee by the Authority as a Qualified Derivative with respect to such Subordinated Obligations. In the event the credit rating of the counterparty to a Qualified Derivative is reduced below the rating categories required of a Qualified Derivative Provider and no additional security is provided in accordance with the definition of "Qualified Derivative Provider," such Hedge shall no longer constitute a Qualified Derivative for purposes hereof.

"Qualified Derivative Provider" shall mean financial institution (a) whose senior long-term debt obligations, or (b) whose obligations under any Qualified Derivative are guaranteed by a financial institution, or subsidiary of a financial institution, in either case, (x) whose senior long-term debt obligations, are rated at least "A2", in the case of Moody's and "A", in the case of S&P, or the equivalent thereto in the case of any successor thereto, or (y) fully secured by obligations described in items (i) or (ii) of the definition of Investment Securities in the Bond Resolution which are (i) valued not less frequently than monthly and have a fair market value, exclusive of accrued interest, at all times at least equal to 105% of the principal amount of the investment, together with the interest accrued and unpaid thereon, (ii) held by the Trustee (who shall not be the provider of the collateral) or by any Federal Reserve Bank or a depository acceptable to the Trustee, (iii) subject to a perfected first lien on behalf of the Trustee, and (iv) free and clear from all third party liens.

"Rebate Amount" means, with respect to each Series of Subordinated Obligations issued hereunder that are Tax Exempt Bonds, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the applicable Series of Subordinated Obligations, plus any income attributable to such excess, or such other amount as may be necessary to comply with Section 148 of the Code as is set forth in an opinion of Bond Counsel.

"Rebate Fund" means the fund that may hereafter be established by that name pursuant to Section 8.01 hereof.

"Refunding Subordinated Obligations" means any Subordinated Obligations issued pursuant to Sections 4.09 and 4.10(c)(1) or Section 4.11 of this Indenture to refund or defease all or a portion of any Series of Outstanding Subordinated Obligations or Senior Bonds.

"Regularly Scheduled Hedge Payments" shall mean the regularly scheduled payments under the terms of a Hedge which are due absent any termination, default or dispute in connection with such Hedge.

"Repayment Obligation" shall mean any obligation of the Authority arising under a written agreement of the Authority and a Credit Provider pursuant to which a Credit Facility is issued to secure payment of debt service on any Subordinated Obligations or to purchase Subordinated Obligations.

"Reserve Fund Credit Enhancement" means an irrevocable letter of credit, insurance policy, surety bond or other credit enhancement issued to satisfy, in whole or in part, the Authority's deposit requirements under this Indenture with respect to an account in the applicable Subordinated Debt Service Reserve Fund established with respect to a particular Series of Subordinated Obligations issued by a Reserve Product Provider, which meets the requirements of Section 8.05 of this Indenture, and which is acceptable in form and substance to each Bond Insurer, if any, of the Subordinated Obligations secured by such account.

"Reserve Product Provider" means a nationally recognized bond insurance provider or a bank or other financial institution providing a Reserve Fund Credit Enhancement, 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 results in such issues (as of the date the Reserve Fund Credit Enhancement is provided) being rated in one of the three highest full rating categories by at least one Rating Agency.

"Reserve Requirement" means with respect to each Series of Subordinated Obligations issued hereunder, as of any date of calculation for a particular account of a Subordinated Debt Service Reserve Fund, the amount of money, if any, or available amount of Reserve Fund Credit Enhancement, if any, or a combination thereof, required by the Issuing Instrument for such Series to be maintained in an account in the applicable Subordinated Debt Service Reserve Fund with respect to such Series of Subordinated Obligations pursuant to Section 8.05 hereof, and which amount shall be available for use only with respect to such Series of Subordinated Obligations. Notwithstanding anything to the contrary contained herein, prior to the issuance of any Series of Subordinated Obligations such Subordinated Obligations may be secured by a specified account within the applicable Subordinated Debt Service Reserve Fund pursuant to the Issuing Instrument authorizing such Subordinated Obligations, if the Issuing Instrument that initially established such account provided for securing more than one Series of Subordinated Obligations of the same lien with such account, or the Authority may elect not to establish an account within the applicable Subordinated Debt Service Reserve Fund to secure such Series of Subordinated Obligations.

"Resolution" means a resolution duly adopted by the Authority or the City Council of the City.

"SEC" means the United States Securities and Exchange Commission.

"Secondary Subordinated Indebtedness" shall, on and after the Consent Effective Date, mean Subordinated Obligations (other than Subordinated Obligations identified in an Issuing Instrument as Priority Subordinated Indebtedness) and shall be issued pursuant to Section 4.11 of this Indenture or as Other Parity Indebtedness identified in an Issuing Instrument as Secondary Subordinated Indebtedness and secured on a parity basis by the Pledged Secondary Subordinated Revenues.

"Secondary Subordinated Debt Service Fund" means the fund by that name established pursuant to Section 8.01 of this Indenture.

"Secondary Subordinated Debt Service Reserve Fund" means the fund by that name established pursuant to Section 8.01 of this Indenture.

"Secretary" means the Secretary or any Assistant Secretary of the Board.

"Senior Bonds" means bonds issued and outstanding under the Bond Resolution.

"Serial Bonds" means all Subordinated Bonds of a Series other than Term Bonds.

"Series" means any portion of the Subordinated Obligations of an issue authenticated and delivered in a single transaction, payable from an identical source of revenue and identified pursuant to the Issuing Instrument authorizing such Subordinated Obligations as a separate Series of Subordinated Obligations, regardless of variations in form, maturity, interest rate, Amortization Installments or other provisions, and any Subordinated Obligations thereafter authenticated and delivered in lieu of or in substitution of a Series of Subordinated Obligations issued pursuant to this Indenture.

"Short Term Subordinated Obligations" means Subordinated Obligations issued as Commercial Paper, Line of Credit Indebtedness, or Notes or, to the extent provided in Section 4.12 hereof, a Credit Facility.

"State" means the State of Florida.

"Subordinated Bond" or "Subordinated Bonds" means Subordinated Obligations that are not Short Term Subordinated Obligations or payments on Hedges, which may be issued as Priority Subordinated Bonds or Secondary Subordinated Bonds.

"Subordinated Debt Service Funds" means the funds by that name established pursuant to Section 8.01 of this Indenture; provided that the Priority Subordinated Debt Service Fund shall secure only the Priority Subordinated Indebtedness and the Secondary Subordinated Debt Service Fund shall secure only the Secondary Subordinated Indebtedness.

"Subordinated Debt Service Reserve Funds" means the funds by that name established pursuant to Section 8.01 of this Indenture; provided that the Priority Subordinated Debt Service Reserve Fund shall secure only the Priority Subordinated Indebtedness and the Secondary

Subordinated Debt Service Reserve Fund shall secure only the Secondary Subordinated Indebtedness.

"Subordinated Obligations" means all indebtedness issued from time to time pursuant to this Indenture, and shall include both Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness, which may be issued as Subordinated Bonds, Notes, Commercial Paper, Line of Credit Indebtedness, Other Parity Indebtedness or any other indebtedness authorized under this Indenture and the Act or, to the extent provided in Section 4.12 hereof, Repayment Obligations under a Credit Facility or, to the extent provided in Section 4.13 hereof, Regularly Scheduled Hedge Payments, Hedge Termination Payments and amounts due the Trustee under Section 12.05 of this Indenture as indemnification obligations.

"Subordinated Program Obligations" shall mean Subordinated Obligations issued and Outstanding pursuant to a Program, other than Unissued Subordinated Program Obligations.

"Subordinated Revenue Fund" means the fund by that name established pursuant to Section 8.01 of this Indenture.

"Supplemental Subordinated Indenture" means an indenture amending or supplementing this Indenture adopted and becoming effective in accordance with the terms of Article XIV.

"Synthetic Fixed Rate Debt" means indebtedness issued by the Authority which: (a) is combined, as Designated Debt, with a Qualified Derivative and creates, in the opinion of a Consultant, a substantially fixed-rate maturity or maturities for a term not exceeding such maturity or maturities, or (b) consisting of an arrangement in which two inversely related variable-rate securities are issued in equal principal amounts with interest based on off-setting indices resulting in a combined payment which is economically equivalent to a fixed rate.

"Tax Exempt Bonds" means Subordinated Obligations the interest on which is intended at the time of issuance thereof to be excluded from the gross income of the holders thereof for federal tax purposes.

"Tax Exempt Index" means the Bond Buyer 25 Revenue Bond Index, or such successor or replacement index, for the last week of the month preceding the date of calculation as published by *The Bond Buyer*.

"Taxable Bonds" means Subordinated Obligations the interest on which is not intended at the time of the issuance thereof to be excluded from the gross income of the holders thereof for federal tax purposes.

"Taxable Rate Index" means the interest rate determined by a Consultant designated by an Authorized Authority Representative as being the interest rate that Taxable Bonds with characteristics substantially the same as the Taxable Bonds for which such interest rate is being determined would bear under then-current market conditions.

"Tender Indebtedness" shall mean any Subordinated Obligations or portions of Subordinated Obligations a feature of which is a mandatory obligation on the part of the Holders, under the terms of such Subordinated Obligations, to tender all or a portion of such Subordinated

Obligations on one or more specified dates or upon the occurrence of one or more specified conditions to the Authority, the Trustee, the Paying Agent or other fiduciary or agent or Credit Provider for payment or purchase and requiring that such Subordinated Obligations or portions of Subordinated Obligations be purchased if properly presented.

"Term Bonds" means Subordinated Bonds of a Series for which Amortization Installments are established, and such other Subordinated Bonds of a Series so designated by the Issuing Instrument authorizing such Series of Subordinated Bonds.

"Transfers" has the meaning set forth in Section 10.01 hereof.

"Trustee" means U.S. Bank National Association, or its successor or successors hereafter appointed in the manner provided in this Indenture.

"Unissued Priority Subordinated Program Obligations" shall mean Unissued Subordinated Program Obligations payable from Pledged Subordinated Revenues.

"Unissued Subordinated Program Obligations" shall mean the bonds, notes or other indebtedness authorized to be issued pursuant to a Program and payable from Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, issuable in an amount up to the Authorized Amount relating to such Program, which have been approved for issuance by the Authority pursuant to an Issuing Instrument and with respect to which Program, except as otherwise provided for herein, the items described in Section 4.09 or 4.11 have been filed with the Trustee but which have not yet been authenticated and delivered pursuant to the Program documents.

"Variable Rate Indebtedness" means Subordinated Obligations issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage at the date of issue for the entire term thereof, excluding any Commercial Paper.

Section 3.02. Uses of Phrases. Words of the masculine gender used herein shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Bondholder," "Holder," "Obligation," "registered owner" and "person" shall include the plural as well as the singular number, and the word "person" shall include corporations, limited liability companies, partnerships and associations, including public bodies, as well as persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular portion thereof in which any such word is used. Any percentage of Subordinated Obligations, specified herein for any purpose, is to be calculated on the unpaid principal amount thereof (or, with respect to Capital Appreciation Subordinated Obligations, the Accreted Amount at the maturity date thereof) then Outstanding.

ARTICLE IV
FORM, EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION OF SUBORDINATED OBLIGATIONS

Section 4.01. Authority for Issuance of the Subordinated Obligations. The Authority shall by Issuing Instrument authorize the issuance of one or more Series of

Subordinated Obligations to be issued hereunder for any purpose for which the Authority may incur indebtedness under the Act and this Indenture.

Section 4.02. Limitation on Issuance of Subordinated Obligations. No Subordinated Obligations may be issued under the provisions of this Indenture except in accordance with the provisions of this Article.

Section 4.03. General Terms. Unless otherwise provided in the Issuing Instrument authorizing such Subordinated Obligations, each Subordinated Bond shall bear interest from the later of the dated date or original issue date shown thereon or the most recent interest payment date to which interest has been paid, until payment of the principal sum or until provision for the payment thereof on or after the maturity or redemption date has been duly provided for. In the case of Current Interest Bonds, interest shall be paid by check or draft of the Paying Agent mailed to the registered owner thereof unless otherwise provided by the Issuing Instrument. Principal of Subordinated Obligations and any accreted interest on Capital Appreciation Subordinated Obligations shall be payable at maturity or earlier redemption thereof upon presentation and surrender of such Subordinated Obligations (except for payment of Amortization Installments on Term Bonds) at the designated office of the Trustee by check or draft unless otherwise provided by the Issuing Instrument. The principal of, interest on and any other payment with respect to the Subordinated Obligations shall be payable in lawful money of the United States of America on their respective dates of payment. If any date for payment of the principal of, premium, if any, interest or any other payment on any Subordinated Obligation is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such day shall have the same force and effect as if made on the nominal date of payment and no additional interest shall accrue or be payable.

All Subordinated Obligations issued hereunder other than Taxable Bonds shall, to the extent necessary to cause interest thereon to be excludable from gross income for federal income tax purposes, be in registered form. To the extent the Authority under then applicable law may issue any Series of Subordinated Obligations in coupon form, the interest on which, in the opinion of Bond Counsel, is excluded from gross income for federal income tax purposes, or, to the extent that such Subordinated Obligations are to be issued as Taxable Bonds, the Authority may amend or supplement this Indenture to authorize and provide for the issuance and payment of coupon or bearer Subordinated Obligations. Registration and registration of transfer of the Subordinated Obligations shall be subject to the terms set forth in the Issuing Instrument authorizing such Subordinated Obligations. In addition, notwithstanding the foregoing, if and to the extent permitted by applicable law, the Authority may establish a system of registration and may issue thereunder uncertificated registered public obligations (not represented by instruments) commonly known as book-entry obligations, certificated registered public obligations (represented by instruments), combinations thereof, or such other obligations as may then be permitted by law. If the Authority adopts a system for the issuance of uncertificated registered public obligations, it may permit thereunder the conversion, at the option of a holder of any Subordinated Obligation then Outstanding, of a certificated registered public obligation to an uncertificated registered public obligation, and the reconversion of the same. A list of the names and addresses of the Holders of the Subordinated Obligations shall be maintained at all times by the Bond Registrar, and shall be available for inspection during normal business hours to any Bondholder requesting same during normal business hours.

The registration of the Subordinated Obligations may be transferred upon the registration books therefor upon delivery to the Registrar, accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, duly executed by the registered owner of such Subordinated Obligations or by his attorney-in-fact or legal representative, containing written instructions as to the details of transfer of such Subordinated Obligations, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Subordinated Obligations, the Bond Registrar shall at the earliest practical time in accordance with the provisions of this Indenture enter the transfer of ownership in the registration books for the Subordinated Obligations and (unless uncertificated registration shall be requested and the Authority has a registration system that will accommodate uncertificated registration) shall deliver in the name of the new transferee or transferees a new fully registered Subordinated Obligation of the same form and maturity and of authorized denomination or denominations for the same aggregate principal amount and payable from the same sources of funds. Except as otherwise provided in the applicable Issuing Instrument, neither the Authority nor the Bond Registrar shall be required to register the transfer of any Subordinated Obligation during the fifteen (15) days next preceding an interest payment date on the Subordinated Obligations or, in the case of any proposed redemption of Subordinated Obligations, after such Subordinated Obligations or any portion thereof have been selected for redemption. The Bond Registrar or the Authority may charge the Holders of such Subordinated Obligations for the registration of every such transfer of such Subordinated Obligations in an amount sufficient to reimburse it for any tax, fee or any other governmental charge required to be paid, except for any such governmental charge imposed by the Authority or the City, with respect to the registration of such transfer, and may require that such amounts be paid before any such new Subordinated Obligations shall be delivered.

The Authority shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary to cause the registration, registration of transfer and reissuance of the Subordinated Obligations within a commercially reasonable time according to the then current industry standards and to cause the timely payment solely from the sources herein provided of interest, principal and premium, if any, payable with respect to the Subordinated Obligations. The Authority hereby appoints the Trustee as initial Paying Agent, Bond Registrar and Authenticating Agent to authenticate the Subordinated Obligations and to keep the books for the registration and transfer of Subordinated Obligations as provided in this Indenture. Except as otherwise provided in this Indenture, the Authority may remove any existing Bond Registrar and appoint new Bond Registrars upon due written notice to the Trustee.

With respect to one or more Series of Subordinated Obligations issued hereunder, the forms of the Subordinated Obligations may provide that the holder of any such Subordinated Obligation may demand that the Authority purchase such Subordinated Obligation by payment of principal and interest 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 Subordinated Obligations to such agent. 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 Subordinated Obligations on behalf of the Authority at a price provided for in the agreement. If the Subordinated Obligations 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 Facility between

the Authority and one or more banks or other financial or lending institutions permitting the Authority to borrow amounts to be used for the purchase of the Subordinated Obligations to which such Credit Facility 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 Facility shall be as designated by an Issuing Instrument. Unless otherwise provided by an Issuing Instrument, a purchase by or on behalf of the Authority of Subordinated Obligations pursuant to a mandatory or optional tender shall not be deemed a redemption of such Subordinated Obligations and will not be deemed to extinguish or discharge the indebtedness evidenced by such Subordinated Obligations. Except as otherwise provided in an Issuing Instrument, any Subordinated Obligations 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 Subordinated Obligations shall not be extinguished or discharged and such Subordinated Obligations shall remain Outstanding hereunder unless and until such Subordinated Obligations are delivered to the Trustee for cancellation. The Authority shall not be required to fund deposits otherwise required hereunder with respect to Subordinated Obligations purchased and held by it as herein contemplated and the Trustee shall not make any withdrawals or payments with respect to such Subordinated Obligations held by the Authority.

Section 4.04. Authentication and Execution of Subordinated Obligations. Except as may be otherwise provided in the Issuing Instrument for a Series of Subordinated Obligations, no Subordinated Obligation shall be valid or obligatory for any purpose unless and until a Certificate of Authentication substantially in the form hereinafter set forth in Section 4.05 shall have been duly executed by the Trustee or other Authenticating Agent appointed by the Authority, and such certificate of the Authenticating Agent upon any such Subordinated Obligation shall be conclusive evidence that such Subordinated Obligation has been duly authenticated and delivered under this Indenture. The Authenticating Agent's Certificate of Authentication on any Subordinated Obligation shall be deemed to have been duly executed if signed by an authorized officer of the Authenticating Agent, but it shall not be necessary that the same officer sign the Certificate of Authentication on all of the Subordinated Obligations that may be issued hereunder at any one time or from time to time.

Except as may be otherwise provided in the Issuing Instrument for a Series of Subordinated Obligations, the Subordinated Obligations shall be signed and executed by the Mayor of the City and countersigned by the Chairman of the Authority, either manually or by facsimile, and the official seal of the City, or a facsimile thereof, shall be impressed, affixed, imprinted or lithographed on the Subordinated Obligations, and attested by the manual or facsimile signature of the City Clerk of the City, provided, however, that at least one of such signatures or the signature of the Authenticating Agent executing the Certificate of Authentication on the Subordinated Obligations shall be manual. If any officer whose signature appears on the Subordinated Obligations ceases to hold office before the delivery of the Subordinated Obligations, his signature shall nevertheless be valid and sufficient for all purposes. In addition, any Subordinated Obligation may bear the signature of, or may be signed by, such persons as at the actual time of execution of such Subordinated Obligation shall be the proper officers to sign such Subordinated Obligation although at the date of such Subordinated Obligation or the date of delivery thereof such persons may not have been such officers.

Section 4.05. Forms of the Subordinated Obligations. The text of the Subordinated Obligations, the forms of assignment for such Subordinated Obligations and the forms for the Certificate of Authentication, shall be in the form specified in this Section 4.05 and by the Issuing Instrument that authorizes such Series of Subordinated Obligations, with such omissions, insertions and variations as may be necessary or desirable and authorized, permitted by or not inconsistent with this Indenture or by any supplemental indenture entered into prior to the issuance thereof or (as long as not inconsistent with this Indenture) as may be approved by the Chairman of the Authority. All Subordinated Obligations (other than Subordinated Obligations Outstanding on the date of adoption of this Indenture) shall contain a statement to the following effect:

> "The [Priority] [Secondary] Subordinated Indebtedness are special obligations of the Authority, payable solely from and secured by a pledge of Pledged [Secondary] Subordinated Revenues derived from the Authority from the operations of the Airport System, the proceeds of Outstanding [Priority] [Secondary] Subordinated Indebtedness held by the Trustee, and certain funds and accounts held by the Trustee. None of the properties of the Airport System are subject to any mortgage or other lien for the benefit of the Holders of the [Priority] [Secondary] Subordinated Indebtedness, and neither the full faith and credit nor the taxing power, if any, of the Authority, the City of Orlando, the State of Florida or any political subdivision or agency of the State is pledged to the payment of the principal of, premium, if any, or interest on the Subordinated Obligations. The Authority has no taxing power."

In addition, each Subordinated Obligation (other than Subordinated Obligations Outstanding on the date of adoption of this Indenture) shall contain an express statement that such obligation and the interest thereon are junior and subordinate in all respects to the Senior Bonds as to the lien on and source and security for payment from Net Revenues.

Except as may be provided by the Issuing Instrument for a Series of Subordinated Obligations, the Certificate of Authentication shall be in the following form:

Certificate of Authentication

This Subordinated Bond is one of the Subordinated Bonds designated in and executed under the provisions of the within mentioned Indenture.

(Name of Authenticating Agent)

By _____
Authorized Officer

Date of Authentication:

[To be typed on the reverse side of Registered Subordinated Bonds]

Section 4.06. Ownership of Subordinated Obligations. The persons in whose names the Subordinated Obligations issued in registered form shall be registered shall be deemed and regarded as the absolute owners thereof for all purposes, and payment of or on

account of the principal of any such registered Subordinated Obligation and the interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such registered Subordinated Obligation, including the interest thereon to the extent of the sum or sums so paid. The Authority and the Trustee shall deem and treat the bearer of any Subordinated Obligation issued in bearer form as the absolute owner thereof (whether or not such bearer Subordinated Obligation shall be overdue and notwithstanding any notation of ownership or other writing thereon made by anyone other than the Trustee), for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Authority, nor the Trustee shall be affected by any notice to the contrary. If Subordinated Obligations are additionally secured by a Credit Facility, the Authority may provide in the Issuing Instrument that the issuer of such Credit Facility shall be deemed and treated as the owner of such Subordinated Obligations for the purpose of giving instructions or granting consents to the Trustee, consenting to amendments to this Indenture and for other limited purposes provided therein.

Section 4.07. Mutilated, Destroyed, Lost or Stolen Subordinated Obligations. In case any Subordinated Obligations shall become mutilated or be improperly cancelled, or be destroyed, stolen or lost, the Trustee shall, upon being indemnified as hereinafter provided, authorize the issuance, registration and delivery of a new Subordinated Obligation of like tenor as the Subordinated Obligation so mutilated, improperly cancelled, destroyed, stolen or lost, in exchange and substitution for such mutilated or improperly cancelled Subordinated Obligation or in lieu of and substitution for the Subordinated Obligation destroyed, stolen or lost, or if any Subordinated Obligation shall have matured or be about to mature, instead of issuing a substitute Subordinated Obligation, the Authority may cause the same to be paid upon being indemnified as hereinafter provided, and if such Subordinated Obligation be lost, stolen or destroyed, without surrender thereof. The Authority or the Trustee shall require the Bondholder to furnish the Authority and the Trustee proof of his ownership thereof and proof of such mutilation, improper cancellation, destruction, theft or loss satisfactory to the Authority and the Trustee, to give the Authority and the Trustee an indemnity bond in such amount as either of them may require, and to comply with such other reasonable regulations and conditions as they prescribe and pay such expenses as they may incur, all as a condition precedent to the issuance, registration and authentication of such duplicate Subordinated Obligations. All such original Subordinated Obligations shall be cancelled by the Trustee and held for the account of the Authority.

Any such duplicate Subordinated Obligations issued pursuant to this Section shall constitute original, additional contractual obligations on the part of the Authority, whether or not the lost, stolen or destroyed Subordinated Obligations be at any time found by anyone. Such duplicate Subordinated Obligations shall in all respects, except for the number, be identical with those replaced except that they shall bear on their face the following additional clause:

"This Subordinated Obligation is issued to replace a lost, stolen, mutilated, cancelled or destroyed Subordinated Obligation."

Such duplicate Subordinated Obligations shall be entitled to equal proportionate benefits and rights as provided herein with all other Subordinated Obligations issued hereunder, the

obligations of the Authority upon the new Subordinated Obligations being identical with its obligations upon the original Subordinated Obligations and the rights of the registered owner being the same as those conferred by the original Subordinated Obligations.

Section 4.08. Issuance of Series of Subordinated Obligations; Issuing Instrument Required. Prior to the authentication and delivery of any Series of Subordinated Obligations, the Authority shall approve an Issuing Instrument which shall specify or shall delegate, within specified parameters, to an Authorized Authority Representative the ability to determine the following:

(a) the maximum Authorized Amount of such Series of Subordinated Obligations, the designation and denomination or denominations thereof, the purchase price and original purchaser or purchasers thereof, and the directions for the authentication and delivery of the Subordinated Obligations upon payment of the purchase price therein set forth;

(b) the purpose or purposes for which such Series is being issued, the use of proceeds of such Subordinated Obligations not inconsistent with this Indenture or the Act, and the Funds and accounts therein established under this Indenture to which such proceeds shall be deposited;

(c) the date of such Series and maturity and interest payment dates, provided that except as otherwise provided in such Issuing Instrument, each maturity date shall be October 1 (or, in the event of semiannual maturities of principal, October 1 or April 1) and that, except as may be otherwise provided by such Issuing Instrument, interest payment dates shall be October 1 and April 1, and whether such obligations constitute Priority Subordinated Indebtedness or, on and after the Consent Effective Date, Secondary Subordinated Indebtedness;

(d) the interest rate or rates, if any, or the maximum acceptable interest rate, and the method of determining such interest rates, of such Series, which may include variable, adjustable, dual, auction reset, commercial paper, convertible or other rates, compound interest, Capital Appreciation Subordinated Obligations, premium or original issue discount and zero interest rate bonds, provided that the average net interest cost rate (as defined in Section 215.84, Florida Statutes, as amended from time to time) on such Subordinated Obligations shall never exceed the maximum interest rate permitted by applicable law in effect at the time such Subordinated Obligations are issued, and provided further that in the event original issue discount, zero interest rate, Capital Appreciation Subordinated Obligations, or similar Subordinated Obligations are issued, only the original principal amount or discounted value of such Subordinated Obligations shall be deemed to be issued on the date of issuance for the purposes of the Authorized Amount of Subordinated Obligations authorized hereunder;

(e) the Reserve Requirement, if any, with respect to such Series of Subordinated Obligations and the amount of Reserve Fund Credit Enhancement, if any, to be deposited in or credited to the account in the applicable Subordinated Debt

Service Reserve Fund with respect to such Series of Subordinated Obligations and any other terms with respect to the funding of such Reserve Requirement;

(f) the redemption premiums and redemption terms, if any, for such Series of Subordinated Obligations or any formula for accretion upon redemption, not inconsistent with the provisions of this Indenture, which may include mandatory redemptions or purchases at the election of the Owner thereof; the amount and date of each Amortization Installment, if any, for any Term Bonds, provided that, except as may be provided in the Issuing Instrument, each Amortization Installment shall fall due on April 1 or October 1, or both, of a Fiscal Year;

(g) the form or forms of such Series of Subordinated Obligations;

(h) whether and to what extent PFC Revenues or any State and/or federal grants or other moneys and, after the Consent Effective Date, whether and to what extent any Available Revenues, will be pledged to secure and irrevocably committed to be used to pay principal of, premium, if any, and/or interest on such Series of Subordinated Obligations; and, if PFC Revenues or Available Revenues are so pledged, if and to what extent, any other Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues will be pledged to the payment of such Series of Subordinated Obligations;

(i) whether the Subordinated Obligations are Tax Exempt Bonds or Taxable Bonds;

(j) the Paying Agent (if other than the Trustee) and place or places of payment of such Subordinated Obligations;

(k) whether such Series of Subordinated Obligations will be Designated Debt and, if so, the terms of the Qualified Derivative or Hedge relating to such Designated Debt, including without limitation, whether Regularly Scheduled Hedge Payments will be paid from the applicable Debt Service Account or another source of funds; and

(l) Any other matters deemed appropriate or necessary by the Authority or the Trustee and not inconsistent with the provisions of the Bond Resolution, this Indenture and the Act.

Section 4.09. Issuance of Priority Subordinated Indebtedness. Priority Subordinated Indebtedness may be issued or incurred under and secured by this Indenture at one time or from time to time, and subject to the conditions hereinafter provided in this Section, for the purpose of financing, acquiring, constructing, improving or completing Additional Projects, for the purpose of refunding or paying any outstanding obligation of the Authority, including without limitation Subordinated Obligations, or for any other purpose for which Subordinated Indebtedness may be issued or incurred under the Act and the Bond Resolution. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest, the funding of the Reserve Requirement and the segregation of funds into separate accounts within the Priority Subordinated Debt Service Reserve Fund, or the pledge or commitment of Available Revenues,

if any, as provided in the Issuing Instrument authorizing such Series of Priority Subordinated Indebtedness or the provisions for redemption, such Priority Subordinated Indebtedness shall be secured by the Pledged Subordinated Revenues on a parity with and shall be entitled to the same benefit and security of this Indenture as all Priority Subordinated Indebtedness Outstanding from time to time under this Section 4.09 and any Other Parity Indebtedness issued as Priority Subordinated Indebtedness.

Such Priority Subordinated Indebtedness shall be executed substantially in the form (except as otherwise provided in the Issuing Instrument pursuant to which such Priority Subordinated Indebtedness is issued) and manner hereinabove set forth and (unless otherwise provided by such Issuing Instrument) shall be deposited with the Trustee for authentication, but before such Priority Subordinated Indebtedness, except for Other Parity Indebtedness, shall be authenticated and delivered, there shall be filed with the Trustee the following:

(a) a certified copy of the Resolution of the Authority authorizing the execution and delivery of the Issuing Instrument with respect to such Series of Priority Subordinated Indebtedness, authorizing the issuance of such Priority Subordinated Indebtedness, approving the terms thereof, and directing the authentication (if necessary) and delivery of such Priority Subordinated Indebtedness to or upon the direction of the purchaser named therein upon payment of the purchase price or upon such other terms therein referenced or set forth;

(b) certified copies of the Resolutions of the City Council of the City approving (i) the form of this Indenture and (ii) if required by the Act or the Operation and Use Agreement, the Issuing Instrument authorizing the issuance of such Priority Subordinated Indebtedness;

(c) an executed counterpart of this Indenture and the Issuing Instrument with respect to such Priority Subordinated Indebtedness and a certified copy of the Bond Resolution;

(d) an opinion of counsel for the Authority (or opinions of counsel to the Authority and the City) as to the due organization and valid existence of the Authority, the due authorization, execution and delivery of this Indenture, the Issuing Instrument with respect to such Series of Priority Subordinated Indebtedness, and the enforceability thereof, the due approval of such Series of Priority Subordinated Indebtedness by the City (unless such approval is not required by the Act or the Operation and Use Agreement or if the opinion is rendered by counsel to the City) and that such Series of Priority Subordinated Indebtedness constitute Subordinated Indebtedness under the Bond Resolution, and such other matters as may be reasonably required by the original purchasers of such Series of Subordinated Obligations;

(e) if such Priority Subordinated Indebtedness is being issued as Tax Exempt Bonds, an opinion of Bond Counsel that the issuance of such Priority Subordinated Indebtedness and the application of the proceeds thereof for the purpose or purposes described in the Issuing Instrument, under then-current law, the interest on

such Priority Subordinated Indebtedness will be excluded from gross income for federal income tax purposes;

(f) a certificate of an Authorized Authority Representative stating that the Authority is not in default in the payment of any amounts then due with respect to the Senior Bonds or the Subordinated Obligations then Outstanding and that all deposits required to be made as of such date into the funds and accounts under the Bond Resolution and this Indenture have been made in full;

(g) a certificate of an Authorized Authority Representative or the Airport Consultant or Airport Consultants, as the case may be, to the extent required by Section 4.10; and

(h) such other opinions, certificates and documents as counsel to the Authority, Bond Counsel or the original purchasers of such Series of Priority Subordinated Obligations shall reasonably require.

The terms and requirements for the issuance of any Other Parity Indebtedness as Priority Subordinated Indebtedness shall be set forth in the Issuing Instrument for each Series of Other Parity Indebtedness, and shall not (but may) require the delivery of any or all of the foregoing resolutions, documents or certificates.

Execution of a Series of Priority Subordinated Indebtedness by the Authority shall be conclusive evidence, upon which the Trustee may rely, of the satisfaction of the conditions precedent set forth in this Article and, as applicable, in the Issuing Instrument as to the Authority.

Section 4.10. Tests for Issuance of Priority Subordinated Indebtedness. Subject to the provisions under subsection (1), (2) or (3) of paragraph (c) of this Section and excepting Other Parity Indebtedness, as a condition to the issuance of any Series of Priority Subordinated Indebtedness and prior to a drawing to increase the Outstanding amount of any Series of Short Term Subordinated Obligations constituting Priority Subordinated Indebtedness (except for Other Parity Indebtedness) not issued or then designated by a certificate of an Authorized Authority Representative as Subordinated Program Obligations under this Indenture, there shall first be delivered to the Trustee either of the following certificates upon which the Trustee may rely:

(a) a certificate, dated as of a date between the date of pricing of the Priority Subordinated Indebtedness being issued and the date of delivery of such Priority Subordinated Indebtedness (both dates inclusive), prepared by an Authorized Authority Representative or an Airport Consultant showing the Available Net Revenues for the last audited Fiscal Year or any 12 consecutive months out of the 24-month period immediately preceding the date of issuance of the proposed Series of Priority Subordinated Indebtedness were at least equal to 110% of Aggregate Annual Subordinated Debt Service due in such 12-month period with respect to all Outstanding Priority Subordinated Indebtedness, Unissued Priority Subordinated Program Obligations and the proposed Series of Priority Subordinated Indebtedness, calculated

as if the proposed Series of Priority Subordinated Indebtedness and the full Authorized Amount of such Unissued Priority Subordinated Program Obligations (as applicable) were then Outstanding; provided, however, that for any such proposed Priority Subordinated Indebtedness being issued to refund all or a portion of a Series of Subordinated Obligations or Senior Bonds, the Subordinated Obligations or Senior Bonds to be refunded shall not be deemed to be Outstanding for purposes of such calculation; or

(b) a certificate, dated as of a date between the date of pricing of the Priority Subordinated Indebtedness being issued and the date of delivery of such Priority Subordinated Indebtedness (both dates inclusive), prepared by an Airport Consultant showing that:

(i) the Available Net Revenues for the last audited Fiscal Year or for any 12 consecutive months out of the 24-month period immediately preceding the date of issuance of the proposed Series of Priority Subordinated Indebtedness or the establishment of a proposed Program of Priority Subordinated Indebtedness were at least equal to 110% of the Aggregate Annual Subordinated Debt Service due and payable in such period with respect to all Outstanding Priority Subordinated Indebtedness (not including the proposed Series of Priority Subordinated Indebtedness or proposed Program of Priority Subordinated Obligations);

(ii) for the period, if any, from and including the first full Fiscal Year following the issuance of such proposed Series of Priority Subordinated Indebtedness through and including the last Fiscal Year during any part of which interest on such Series of Priority Subordinated Indebtedness is expected to be paid from the proceeds thereof, the Airport Consultant estimates that the Authority will be in compliance with Section 10.01 of this Indenture; and

(iii) for the period from and including the first full Fiscal Year following the issuance of such proposed Series of Priority Subordinated Indebtedness through and including the later of: (A) the third full Fiscal Year following the issuance of such Series of Priority Subordinated Indebtedness, or (B) the second full Fiscal Year during which no interest on such Series of Priority Subordinated Indebtedness is expected to be paid from the proceeds thereof, the estimated Available Net Revenues for each such Fiscal Year will be at least equal to 110% of the Aggregate Annual Subordinated Debt Service for each such Fiscal Year with respect to all Priority Subordinated Indebtedness Outstanding on the date of issuance of the proposed Series of Parity Subordinated Indebtedness and Unissued Priority Subordinated Program Obligations calculated as if the proposed Series of Priority

Subordinated Indebtedness and the full Authorized Amount of such Unissued Priority Subordinated Program Obligations (as applicable) were then Outstanding; provided, however, that for any such proposed Priority Subordinated Indebtedness being issued to refund all or a portion of a Series of Subordinated Obligations or Senior Bonds, the Subordinated Obligations or Senior Bonds to be refunded shall not be deemed to be Outstanding for purposes of such calculation.

For purposes of subsections (b)(ii) and (iii) above, in estimating Available Net Revenues, the Airport Consultant may take into account (1) 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, (2) any increase in fees, rates, charges, rentals or other sources of Revenues which have been approved by the Board and will be in effect during the period for which the estimates are provided, or (3) 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 of the Airport System, the Airport Consultant shall use such assumptions as the Airport Consultant believes to be reasonable, taking into account: (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the new capital improvements and Airport System facilities reasonably expected to be placed in service during the period for which the estimates are provided, and (iii) 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 the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Available Net Revenues and shall also set forth the calculations of Aggregate Annual Subordinated Debt Service, which calculations may be based upon information provided by the Authority or another Consultant.

For purposes of preparing the certificate or certificates described above, the Airport Consultant or the Authorized Authority Representative, as applicable, may rely upon financial statements prepared by the Authority which have not been subject to audit by an Independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Authority Representative shall certify to his or her knowledge as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(c) Neither of the certificates described above under Section 4.10 (a) or (b) shall be required:

(1) if the Priority Subordinated Indebtedness being issued is for the purpose of refunding then Outstanding Priority Subordinated Indebtedness and there is delivered to the Trustee a certificate of an Authorized Authority Representative showing that either (x) Aggregate Annual Subordinated Debt Service after the issuance of such Refunding Subordinated Obligations will not

exceed the Aggregate Annual Subordinated Debt Service prior to the issuance of such Refunding Subordinated Obligations, for each Fiscal Year or (y) the refunding reduces the aggregate debt service payments on the Priority Subordinated Obligations Outstanding after the issuance of the Refunding Subordinated Obligations (assuming that debt service on all such Obligations is calculated in accordance with the assumptions set forth in the definition of Aggregate Annual Subordinated Debt Service) on a present value basis; or

(2) if the Priority Subordinated Indebtedness being issued constitutes Notes and there is delivered to the Trustee a certificate prepared by an Authorized Authority Representative showing that the aggregate principal amount of the proposed Notes being issued, together with the principal amount of any Notes then Outstanding, does not exceed 10% of the Available Net Revenues for any 12 consecutive months out of the most recent 24 months immediately preceding the issuance of the proposed Notes and there is delivered to the Trustee a certificate of an Authorized Authority Representative or the Airport Consultant setting forth calculations showing that for each of the Fiscal Years during which the Notes will be Outstanding, and taking into account the debt service becoming due on such Notes, the Authority will be in compliance with Section 10.01 of this Indenture; or

(3) if the Priority Subordinated Indebtedness being issued is to pay costs of completing an Additional Project for which Priority Subordinated Indebtedness has previously been issued and the principal amount of such Priority Subordinated Indebtedness being issued for completion purposes does not exceed an amount equal to 15% of the principal amount of the Priority Subordinated Indebtedness originally issued for such Additional Project and reasonably allocable to the Additional Project to be completed as shown in a written certificate of an Authorized Authority Representative and there is delivered to the Trustee (1) a Consultant's certificate stating that the nature and purpose of such Project has not materially changed and (2) a certificate of an Authorized Authority Representative to the effect that (y) all of the proceeds (including investment earnings on amounts in the Construction Fund allocable to such Project) of the original Priority Subordinated Indebtedness issued to finance such Additional Project have been or will be used to pay Costs of Construction of the Project and (z) the then estimated Costs of Construction of the Project exceed the sum of the Costs of Construction of the Project already paid plus moneys available in the Construction Fund for the Additional Project (including unspent proceeds of Priority Subordinated Indebtedness previously issued for such purpose).

Section 4.11. Issuance of Secondary Subordinated Indebtedness. On and after the Consent Effective Date, Secondary Subordinated Indebtedness may be issued or incurred under and secured by this Indenture at one time or from time to time, and subject to the conditions hereinafter provided in this Section, for the purpose of financing, acquiring, constructing, improving or completing Additional Projects, for the purpose of refunding or paying any outstanding obligation of the Authority, including without limitation Subordinated

Obligations, or for any other purpose for which Secondary Subordinated Indebtedness may be issued or incurred under the Bond Resolution. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest, the funding of the Reserve Requirement and the segregation of funds into separate accounts within the Secondary Subordinated Debt Service Reserve Fund, or the pledge or commitment of Available Revenues, if any, as provided in the Issuing Instrument authorizing such Series of Secondary Subordinated Indebtedness or the provisions for redemption, such Secondary Subordinated Indebtedness shall be secured by the Pledged Secondary Subordinated Revenues on a parity with and shall be entitled to the same benefit and security of this Indenture as all Secondary Subordinated Indebtedness Outstanding from time to time under this Section 4.11 and any Other Parity Indebtedness issued as Secondary Subordinated Indebtedness.

Such Secondary Subordinated Indebtedness shall be executed substantially in the form (except as otherwise provided in the Issuing Instrument pursuant to which such Secondary Subordinated Indebtedness is issued) and manner set forth hereinabove and (unless otherwise provided by such Issuing Instrument) shall be deposited with the Trustee for authentication, but before such Secondary Subordinated Indebtedness, except Other Parity Indebtedness, shall be authenticated and delivered, there shall be filed with the Trustee the following:

(a) a certified copy of the resolution of the Authority authorizing the execution and delivery of the Issuing Instrument with respect to such Series of Secondary Subordinated Indebtedness, authorizing the issuance of such Secondary Subordinated Indebtedness, approving the terms thereof, and directing the authentication (if necessary) and delivery of such Secondary Subordinated Indebtedness to or upon the direction of the purchaser named therein upon payment of the purchase price or upon such other terms therein referenced or set forth;

(b) certified copies of the resolutions of the City Council of the City approving (i) the form of this Indenture and (ii) if required by the Act or the Operation and Use Agreement, the Issuing Instrument authorizing the issuance of such Secondary Subordinated Indebtedness;

(c) an executed counterpart of this Indenture and the Issuing Instrument with respect to such Secondary Subordinated Indebtedness and a certified copy of the Bond Resolution;

(d) an opinion of counsel for the Authority (or opinions of counsel to the Authority and the City) as to the due organization and valid existence of the Authority, the due authorization, execution and delivery of this Indenture, the Issuing Instrument with respect to such Series of Secondary Subordinated Indebtedness, and such Secondary Subordinated Indebtedness and the enforceability thereof, the due approval of such Series of Secondary Subordinated Indebtedness by the City (unless such opinion is rendered by counsel to the City), if required pursuant to Section 4.11(b), and that such Series of Secondary Subordinated Indebtedness constitutes Secondary Subordinated Indebtedness under the Bond Resolution, and such other matters as may be reasonably required by the original purchasers of such Series of Secondary Subordinated Indebtedness;

(e) if such Secondary Subordinated Indebtedness are being issued as Tax Exempt Bonds, an opinion of Bond Counsel that the issuance of such Secondary Subordinated Indebtedness and the application of the proceeds thereof for the purpose or purposes described in the Issuing Instrument, under then-current law, the interest on such Secondary Subordinated Indebtedness will be excluded from gross income for federal income tax purposes;

(f) a certificate of an Authorized Authority Representative stating that the Authority is not in default in the payment of any amounts then due with respect to the Senior Bonds or the Subordinated Obligations and that all deposits required to be made as of such date into the funds and accounts under the Bond Resolution and this Indenture have been made in full;

(g) a certificate of an Authorized Authority Representative or the Airport Consultant setting forth calculations showing that for each of the first two Fiscal Years during which the Secondary Subordinated Indebtedness will be Outstanding, and taking into account the debt service becoming due on such Secondary Subordinated Indebtedness, the Authority will be in compliance with Section 10.01 of this Indenture. In making such calculations, the Authorized Authority Representative or the Airport Consultant may take into account those factors set forth in Section 4.10(b) and, if such factors are relied upon, the Authorized Authority Representative or the Airport Consultant shall include a description of the assumptions used and the calculations made in determining such compliance; and

(h) such other opinions, certificates and documents as counsel to the Authority, Bond Counsel or the original purchasers of such Series of Secondary Subordinated Obligations shall reasonably require.

The terms and requirements for the issuance of any Other Parity Indebtedness as Secondary Subordinated Indebtedness shall be set forth in the Issuing Instrument for each Series of Other Parity Indebtedness, and shall not (but may) require the delivery of any or all of the foregoing resolutions, documents or certificates.

Execution of a Series of Secondary Subordinated Indebtedness by the Authority shall be conclusive evidence, upon which the Trustee may rely, of the satisfaction of the conditions precedent set forth in this Article and, as applicable, the Issuing Instrument, as to the Authority.

Section 4.12. Repayment Obligations Afforded Status of Subordinated Obligations. If a Credit Provider makes payment of principal of and interest on a Subordinated Obligation or advances funds to purchase or provide for the purchase of Subordinated Obligations, and is entitled to reimbursement thereof pursuant to a separate written agreement with the Authority, but is not reimbursed, the Authority's Repayment Obligations under such written agreement may, if and to the extent so provided in the written agreement, be afforded the status of a Subordinated Obligation issued under this Article IV, and, if afforded such status, the Credit Provider shall be the Holder and such Subordinated Obligation shall be deemed to have been issued at the time of the original Subordinated Obligation for which the Credit Facility was provided and will not be subject to the provisions of Sections 4.08 through 4.11 of this Article;

provided, however, notwithstanding the stated terms of the Repayment Obligation, for purposes of calculating Aggregate Annual Subordinated Debt Service under this Indenture, the payment terms of the Subordinated Obligation held by the Credit Provider hereunder shall be assumed to be as follows (and, unless otherwise provided in the written agreement with the Authority or the Issuing Instrument pursuant to which the Subordinated Obligations are issued, the following terms shall govern repayment of such Repayment Obligations): (a) interest shall be due and payable semiannually and (b) principal shall be due and payable not less frequently than annually and in such annual amounts as to amortize the principal amount thereof in (i) 30 years or, (ii)(A) if shorter, a term extending to the maturity date of the enhanced Subordinated Obligations or (B) if longer, the final maturity of the Repayment Obligation under the written agreement, and providing substantially level Annual Debt Service payments, the interest rate used for such computation for Tax Exempt Bonds shall be the Tax Exempt Index and for Taxable Bonds shall be the Taxable Rate Index or, if the applicable index is no longer published, another similar index selected by the Authority or, if the Authority fails to select a replacement index, that rate determined by a Consultant to be a reasonable market rate for fixed-rate Subordinated Obligations of a corresponding term issued under this Indenture on the date of such calculation, with no credit enhancement and taking into consideration whether such Subordinated Obligations are Tax-Exempt Bonds or Taxable Bonds and whether such Subordinated Obligations are Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness. Except as otherwise provided in an Issuing Instrument, any amount which comes due on the Repayment Obligation by its terms and which is in excess of the amount treated as principal of and interest on a Subordinated Obligation shall be Secondary Subordinated Indebtedness. This provision shall not defeat or alter the rights of subrogation which any Credit Provider may have under law or under the terms of any Issuing Instrument. Absent manifest error, the Trustee may conclusively rely on a written certification by the Credit Provider of the amount of such non-reimbursement and that such Repayment Obligation is to be afforded the status of a Subordinated Obligation under this Indenture.

Section 4.13. Obligations Under Qualified Derivative.

(a) The obligation of the Authority to make Regularly Scheduled Hedge Payments under a Qualified Derivative with respect to a Series of Subordinated Obligations may, if so designated by an Issuing Instrument, constitute Subordinate Obligations payable on a parity with the obligation of the Authority to make payments with respect to such Series of Subordinated Obligations and other Subordinated Obligations of the same lien under this Indenture. The Authority may provide in any Issuing Instrument that Regularly Scheduled Hedge Payments under a Qualified Derivative shall constitute a Subordinated Obligation and shall be secured by a pledge of or lien on Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, on a parity with the Subordinated Obligations of such Series and all other Subordinated Obligations of the same lien, regardless of the principal amount, if any, of the Subordinated Obligations of such Series remaining Outstanding. The Trustee shall take all action consistent with the other provisions hereof as shall be requested in writing by the Qualified Derivative Provider necessary to preserve and protect such pledge, lien and assignment and to enforce the obligations of the Authority with respect thereto. In the event the action required to be taken pursuant to the preceding sentence shall require the Trustee either to exercise the remedies granted in this Indenture or to institute any action, suit or proceeding in its

own name, the Qualified Derivative Provider shall provide to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred in connection therewith.

(b) In the event that a Hedge Termination Payment or any other amounts other than as described in clause (a) above are due and payable by the Authority under a Qualified Derivative or a Hedge, such Hedge Termination Payment and any such other amounts shall, unless otherwise provided in an Issuing Instrument, constitute Secondary Subordinated Indebtedness of the Authority payable after its obligations to fund the Senior Bonds and the Priority Subordinated Indebtedness.

ARTICLE V
REDEMPTION OF BONDS

Section 5.01. Redemption of Bonds. Any Subordinated Bonds issued pursuant hereto may be redeemable prior to their stated dates of maturity at such price or prices and under such terms and conditions as shall be provided in the Issuing Instrument which authorizes the issuance of such Subordinated Bonds.

Section 5.02. Method of Selecting Obligations in Case of Partial Redemption. If less than all of the Subordinated Bonds of a Series Outstanding hereunder are to be redeemed, unless otherwise provided herein or by Issuing Instrument, the Series and maturities of Subordinated Bonds to be redeemed shall be designated by the Authority. If less than all of the Subordinated Bonds of like Series and maturity shall be called for redemption, the particular Subordinated Bonds or portions of Subordinated Bonds to be redeemed shall be selected by the Trustee by lot; provided, however, that any Subordinated Bond of a denomination in excess of the minimum authorized denomination for such Series shall be treated as representing that number of Subordinated Bonds of such Series which is determined by dividing the principal amount of such Subordinated Bond by the minimum authorized denomination of such Series; and provided, further, that if the Subordinated Bonds are Tender Indebtedness or are otherwise subject to a tender for purchase, the Authority may by notice to the Trustee designate specific Series and maturities of such Tender Indebtedness, or portions thereof, that will be subject to purchase pursuant to a tender and the Trustee will thereafter select for redemption, by lot, the remaining portions of the Subordinated Bonds Outstanding and not subject to purchase pursuant to such tender.

ARTICLE VI
REQUIREMENTS FOR REDEMPTION OF BONDS

Section 6.01. Notice of Redemption. Unless otherwise provided with respect to any Series of Subordinated Bonds by the Issuing Instrument authorizing such Series of Subordinated Bonds, notice of redemption for each Series of Subordinated Bonds shall be given by the Trustee following receipt of written notice from the Authority contained the information required by this Article VI by filing a notice of such redemption with EMMA, not more than sixty (60) and not less than thirty (30) days prior to the redemption date, and by the deposit in the U.S. Mail of a copy of the redemption notice, postage prepaid, at least thirty (30) and not more than sixty (60) days before the redemption date to the registered owner of each Subordinated Bond or portion of Subordinated Bonds to be redeemed at their addresses as they appear on the

registration books to be maintained in accordance with provisions hereof. Failure to give such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of any Subordinated Bond or portion thereof with respect to which no such failure or defect has occurred.

Each notice shall set forth the date fixed for redemption for each Subordinated Bond being redeemed, the rate of interest borne by each Subordinated Bond being redeemed, the redemption price to be paid, the date of filing with EMMA of a notice of redemption, the name and address of the Bond Registrar, and, if less than all of the Subordinated Bonds then Outstanding shall be called for redemption, the distinctive numbers and letters, including CUSIP numbers, if any, of such Subordinated Bonds to be redeemed and, in the case of Subordinated Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Subordinated Bond is to be redeemed in part only, the notice of redemption which relates to such Subordinated Bond shall also state that on or after the redemption date, upon surrender of such Subordinated Bond, a new Subordinated Bond or Subordinated Bonds of the same Series, form, terms, maturity and rate in a principal amount equal to the unredeemed portion of such Subordinated Bond will be issued.

Any notice of redemption may state that the redemption contemplated therein is conditioned upon the occurrence of certain events or circumstances described therein, in which case the Authority will not be obligated to redeem such obligations unless the events therein described have occurred.

Any notice mailed as provided in this section shall be conclusively presumed to have been duly given, whether or not the owner of such Subordinated Bond receives such notice.

Upon the payment of the redemption price of Subordinated Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Subordinated Bonds being redeemed with the proceeds of such check or other transfer.

Section 6.02. Effect of Notice of Redemption. Notice having been given in the manner and under the conditions hereinabove provided, and upon the occurrence of events or circumstances, if any, described therein upon which such redemption has been conditioned pursuant to Section 6.01 above, the Subordinated Bonds or portions of Subordinated Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Subordinated Bonds or portions of Subordinated Bonds on such date. On the date so designated for redemption, amounts (which shall include cash and Permitted Investments maturing or redeemable on the applicable Redemption Date) for payment of the redemption price being held in separate accounts by the Trustee in trust for the holders of the Subordinated Bonds or portions thereof to be redeemed, all as provided in this Indenture, interest on the Subordinated Bonds or portions of Subordinated Bonds so called for redemption shall cease to accrue, such Subordinated Bonds and portions of Subordinated Bonds shall cease to be entitled to any lien, benefit or security under this Indenture, and the Holders of such Subordinated Bonds or portions of Subordinated Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof

and, to the extent provided in Section 6.03 of this Article, to receive Subordinated Bonds for any unredeemed portions of the Subordinated Bonds.

Section 6.03. Redemption of Portion of Subordinated Bonds. In case part but not all of an Outstanding Subordinated Bond shall be selected for redemption, the Holder thereof shall present and surrender such Subordinated Obligation to the Trustee for payment of the principal amount thereof so called for redemption, and the Trustee shall note on the reverse side thereof the date of such redemption and the principal amount of the Subordinated Bond so redeemed, or at the option of the Holder of such Subordinated Bond, the Authority shall execute and the Trustee shall authenticate and deliver to or upon the order of such Holder, without charge therefor, for the unredeemed balance of the principal amount of the Subordinated Bond so surrendered, a Subordinated Bond or Subordinated Bonds of the same Series, form, terms, maturity and rate.

Section 6.04. Cancellation of Redeemed Subordinated Bonds. All Subordinated Bonds redeemed or purchased by the Trustee under the terms of this Indenture, and all Subordinated Bonds delivered to the Trustee by the Authority for cancellation, shall be cancelled by the Trustee upon the surrender thereof; provided, however, that Tender Indebtedness and Subordinated Bonds otherwise subject to a tender for purchase by the Authority may, at the written direction of the Authority to the Trustee, either remain Outstanding under this Indenture or be cancelled.

Section 6.05. Subordinated Bonds Called for Redemption Not Deemed Outstanding. Subordinated Bonds or portions of Subordinated Bonds that have been duly called for redemption under the provisions of this Article VI, or with respect to which irrevocable written instructions from the Authority have been given to the Trustee to call such Subordinated Bonds for redemption, and with respect to which amounts (which shall include cash and Permitted Investments maturing or redeemable on the Redemption Date) sufficient to pay the principal of and interest to the date fixed for redemption, shall be delivered to and held in separate accounts by the Trustee, in trust for the Holders of the Subordinated Bonds or portion thereof to be redeemed, as provided in this Indenture, shall not be deemed to be Outstanding under the provisions of this Indenture and shall cease to be entitled to any lien, benefit or security under this Indenture, except to receive the payment of the redemption price on or after the designated date of redemption from moneys deposited with or held by the Trustee for such redemption of the Subordinated Bonds and, to the extent provided in Section 6.03 of this Article, to receive Subordinated Bonds for any unredeemed portions of the Subordinated Bonds.

ARTICLE VII
CONSTRUCTION FUND

Section 7.01. Creation. A special fund is hereby created by the Authority and designated "Airport Facilities Subordinated Obligation Construction Fund" (herein sometimes called the "***Construction Fund***"), to the credit of which such deposits shall be made as are required by the provisions of any Issuing Instrument adopted pursuant to Section 4.08 of this Indenture. A special account is hereby created by the Authority within the Construction Fund designated the "Subordinated Obligation Costs of Issuance Account" (herein sometimes called the "***Costs of Issuance Account***"), to the credit of which such deposits shall be made as

are required by the provisions of any Issuing Instrument adopted pursuant to Section 4.08 of this Indenture. The Construction Fund and any separate accounts and subaccounts created therein shall be held by the Trustee. A separate account in the Construction Fund may be established for each Series of Subordinated Obligations issued hereunder pursuant to the Issuing Instrument therefor, and such subaccounts therein as may be designated by an Issuing Instrument. There shall be paid into the Construction Fund the amounts required to be so paid by the provisions of the Bond Resolution, this Indenture or any Issuing Instrument 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 Bond Resolution or this Indenture.

During the period of construction, the proceeds of insurance maintained pursuant to the Bond 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, unless otherwise required by the Bond Resolution, be paid into the appropriate separate account in the Construction Fund.

The moneys in each account in the Construction Fund shall be held by the Trustee in trust and shall be applied, at the written direction of the Authority in accordance with Section 7.02 of this Indenture to the payment of the Cost of Construction of the Additional Projects with respect to which such Subordinated Obligations were issued or to pay the costs of issuing such Subordinated Obligations and, pending such application, shall be subject to a lien and charge in favor of the Trustee for the further security of the owners of the Series of Subordinated Obligations from which such proceeds were derived until paid out or transferred as herein provided. Capitalized Interest, if any, deposited in an account in the Construction Fund and any income and profits derived therefrom shall be transferred, to the extent necessary, to the applicable Debt Service Account to pay interest on the Series of Subordinated Obligations with respect to which such deposit was made. Any moneys on deposit in such account with respect to a Series of Subordinated Obligations not needed to pay interest on such Series of Subordinated Obligations pursuant to the preceding sentence may be used in the same manner as any other moneys on deposit in the applicable account in the Construction Fund. Except as otherwise expressly provided in this Section 7.01, all income and profits earned from the investment of funds held in the Construction Fund shall be retained in the applicable account within Construction Fund and expended as set forth in this Article VII.

Any funds on deposit in the Construction Fund that in the opinion of the Authority, upon which opinion the Trustee may rely, are not immediately necessary for expenditure, as herein provided, may, subject to Article IX hereof, be invested in Permitted Investments, provided that such investments mature or are redeemable on or before the date such funds are estimated by the Authority to be needed for the purposes hereof.

Section 7.02. Payments from Construction Fund. Before any application of any amounts in the Construction Fund shall be made, the Authority shall file with the Trustee a requisition, signed by an Authorized Authority Representative, 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 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;

(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; and

(c) Where appropriate, each such certificate shall be accompanied by invoices, statements or bills showing amounts due and payable.

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 Subordinated Obligations when due, unless the Authority provides the Trustee with prior written notice that such use would cause interest on Subordinated Obligations (other than Subordinated Obligations issued as Taxable Bonds) not to be excluded from gross income for federal income tax purposes, in which event such excess proceeds shall be applied as directed by the Authority in writing.

Section 7.03. Establishment of Completion Dates. The Authority shall diligently pursue construction of an Additional Project to completion once commenced. 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 Trustee, stating the date of such completion and the amount, if any, required in the opinion of the signer for the payment of any remaining part of the Cost of Construction of such Additional Project, and that such Additional Project has been completed substantially in accordance with the plans and specifications applicable thereto. Upon the filing of such certificate, the balance in the separate account in the Construction Fund allocable to such Additional Project in excess of the amount, if any, stated in such certificate shall be deposited in the applicable account in the Subordinated Debt Service Reserve Fund, if and to the extent necessary to make the amount in such account equal to the Reserve Requirement applicable to the Series of Subordinated Obligations issued to finance such Project. Any balance, shall be (i) transferred by the Trustee for deposit in the applicable Subordinated Debt Service Fund and applied by the Trustee to the retirement of the same lien of Subordinated Obligations 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 7.04. Reliance on Certificates. All statements, orders, certificates and other approvals received by the Trustee, as required in this Article as conditions of payment from the Construction Fund, may be relied upon by the Trustee, and shall be retained by the Trustee, subject at all reasonable times to examination by the Authority, any Bondholder and the agents and representatives thereof, during the term of this Indenture.

ARTICLE VIII
REVENUES, FUNDS AND ACCOUNTS

Section 8.01. Creation of Funds and Accounts; Pledge of Pledged Subordinated Revenues. There are hereby created by the Authority with the Trustee the "Airport Facilities Subordinated Obligations Revenue Fund" (the "***Subordinated Revenue Fund***"), the "Airport Facilities Priority Subordinated Indebtedness Debt Service Fund" (the "***Priority Subordinated Debt Service Fund***"), the "Airport Facilities Priority Subordinated Indebtedness Debt Service Reserve Fund" (the "***Priority Subordinated Debt Service Reserve Fund***"), the "Airport Facilities Secondary Subordinated Indebtedness Debt Service Fund" (the "***Secondary Subordinated Debt Service Fund***" and, with the Priority Subordinated Debt Service Fund, the "***Subordinated Debt Service Funds***" and each a "***Subordinated Debt Service Fund***"), the "Airport Facilities Secondary Subordinated Indebtedness Debt Service Reserve Fund" (the "***Secondary Subordinated Debt Service Reserve Fund***" and, with the Priority Subordinated Debt Service Reserve Fund, the "***Subordinated Debt Service Reserve Funds***" and each a "***Subordinated Debt Service Reserve Fund***"), and, upon the issuance of Subordinated Obligations that are Tax Exempt Bonds to the extent such Subordinated Obligations are subject to arbitrage rebate requirements under the Code, the "Airport Facilities Subordinated Obligations Rebate Fund" (the "***Rebate Fund***"). Upon issuance of each Series of Subordinated Obligations under this Indenture (including without limitation, Line of Credit Indebtedness), a separate debt service account (each, a "***Debt Service Account***") may be established within the applicable Subordinated Debt Service Fund for such Series pursuant to the Issuing Instrument pursuant to which each such Subordinated Obligation was issued.

There is hereby created within the Priority Subordinated Debt Service Reserve Fund a separate Pooled Subordinated Reserve Account (sometimes referred to herein as the "***Pooled Subordinated Reserve Account***") that may secure one or more Series of Priority Subordinated Obligations pursuant to an Issuing Instrument for such Series of Priority Subordinated Indebtedness. The amount on deposit in the Pooled Subordinated Reserve Account immediately after the authentication and delivery of any Series of Priority Subordinated Indebtedness secured thereby shall be at least equal to the Pooled Subordinated Reserve Account Requirement. Notwithstanding the provisions of the second paragraph of Section 8.05 of this Indenture, the amount on deposit in the Pooled Subordinated Reserve Account immediately after the issuance of any Series of Priority Subordinated Indebtedness secured by such Pooled Subordinated Reserve Account shall be increased to equal the amount of the Pooled Subordinated Reserve Account Requirement, taking into account the issuance of such Series of Priority Subordinated Indebtedness.

In lieu of the foregoing, there may be created within each Subordinated Debt Service Reserve Fund by the Issuing Instrument authorizing a Series of Subordinated Obligations a separate account for each Series of Subordinated Obligations issued under this Indenture; provided that (i) the Authority may elect in an Issuing Instrument that any then-existing account within the applicable Subordinated Debt Service Reserve Fund shall secure such additional Series of Subordinated Obligations on a parity basis (if permitted by the Issuing Instrument which established such account), provided, further, that no such account within the Priority Subordinated Debt Service Reserve Fund may secure a Series of Secondary Subordinated Indebtedness and no such account with the Secondary Subordinated Debt Service Reserve Fund

may secure a Series of Priority Subordinated Indebtedness; and (ii) with respect to any Series of Subordinated Obligations, the Authority may elect in an Issuing Instrument that such Series shall not be secured by any account in a Subordinated Debt Service Reserve Fund and, accordingly, not to establish any account in a Subordinated Debt Service Reserve Fund to secure such Series of Subordinated Obligations. Any Issuing Instrument providing for the issuance of a Series of Subordinated Obligations which establishes a separate account within a Subordinated Debt Service Reserve Fund shall specify (a) whether such account shall secure only such Series of Subordinated Obligations or may secure additional Series of Subordinated Obligations of the same lien and (b) the Reserve Requirement applicable to such account.

The Pledged Subordinated Revenues are hereby pledged as security for the Priority Subordinated Indebtedness issued hereunder in the manner and to the extent provided in the Issuing Instrument for each Series of Priority Subordinated Indebtedness issued hereunder, and the moneys in each of the Priority Subordinated Debt Service Fund and the Priority Subordinated Debt Service Reserve Fund established for the Priority Subordinated Indebtedness shall be held by the Trustee in trust and applied as hereinafter provided with respect to each said fund or account and, pending such application, shall (except for the Rebate Fund and accounts in the Construction Fund and the Subordinated Priority Reserve Fund pertaining to specific Series of Priority Subordinated Indebtedness) be subject to a lien and charge in favor of the Holders of all Priority Subordinated Indebtedness issued and Outstanding under this Indenture and for the further security of such Holders until paid out or transferred, all to the extent herein provided, provided, however, that PFC Revenue or Available Revenues pledged to one or more Series of Priority Subordinated Indebtedness shall secure only such designated Series.

The Pledged Secondary Subordinated Revenues are hereby pledged as security for the Secondary Subordinated Indebtedness issued hereunder in the manner and to the extent provided in the Issuing Instrument for each Series of Secondary Subordinated Indebtedness issued hereunder, and the moneys in each of the Secondary Subordinated Debt Service Fund and the Secondary Subordinated Debt Service Reserve Fund established for the Secondary Subordinated Indebtedness shall be held by the Trustee in trust and applied as hereinafter provided with respect to each said fund or account and, pending such application, shall (except for the Rebate Fund and accounts in the Construction Fund or the Secondary Subordinated Debt Service Reserve Fund pertaining to specific Series of Secondary Subordinated Obligations) be subject to a lien and charge in favor of the Holders of all Secondary Subordinated Indebtedness issued and Outstanding under this Indenture and for the further security of such Holders until paid out or transferred, all to the extent herein provided; provided, however, that PFC Revenue or Available Revenues pledged to one or more Series of Secondary Subordinated Indebtedness shall secure only such designated Series.

The moneys in each fund and account created hereunder shall at all times be kept separate and distinct from all other moneys of the Authority and used and applied only as herein provided.

As herein contemplated, the lien on and pledge of the Pledged Subordinated Revenues for the benefit of the Priority Subordinated Indebtedness shall be subordinate in all respects to the pledge created by the Bond Resolution securing the Senior Bonds, and the lien on the Pledged Secondary Subordinated Revenues for the benefit of the Secondary Subordinated Indebtedness

shall be subordinate in all respects to the pledge created by the Bond Resolution securing the Senior Bonds and the pledge of the Pledged Subordinated Revenues created by this Indenture securing Priority Subordinated Indebtedness.

Section 8.02. Subordinated Revenue Fund. Commencing immediately following the issuance of the first Series of Subordinated Obligations hereunder, and periodically thereafter upon receipt, the Authority shall deposit or cause to be deposited into the Subordinated Revenue Fund sufficient Pledged Subordinated Revenues to make the deposits described below; provided, however, that the Authority may elect to deposit funds from sources other than the Pledged Subordinated Revenues that are available to the Authority to the applicable Debt Service Accounts. The moneys in the Subordinated Revenue Fund shall be disposed of in the following order and priority on or before the 15th day of each month commencing in the month immediately following the issuance of the first Subordinated Obligations hereunder:

The Authority shall deposit or cause to be deposited into the Subordinated Revenue Fund sufficient Pledged Subordinated Revenues to make the deposits described in (a) and (b) below:

(a) First, into the Priority Subordinated Debt Service Fund and then pro rata by deposit into the Debt Service Account for each Series of Priority Subordinated Indebtedness an amount which, together with other amounts deposited therein as described below, will equal (i) one-sixth (1/6th) of the interest maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments on the Priority Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," due on the next semiannual interest payment date with respect to Priority Subordinated Indebtedness that bears interest payable semiannually, (ii) the amount of interest next maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments on the Priority Subordinated Indebtedness or, the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Schedule Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," due on Priority Subordinated Indebtedness that bear interest payable monthly and the amount of interest accruing in such month on Priority Subordinated Indebtedness that bears interest payable on other than a monthly or semiannual basis (other than Capital Appreciation Subordinated Obligations), (iii) one-twelfth (1/12th) of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable during the current Fiscal Year on the various Series of Priority Subordinated Indebtedness that are Serial Bonds that mature annually, and one-sixth (1/6th) of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable on the next maturity date in such Fiscal Year on the various Series of Priority Subordinated Indebtedness that are Serial Bonds that mature semiannually, and (iv) one-twelfth (1/12th) of the sum of Amortization Installments and the unamortized principal balances of the Term Bonds coming due in the current Fiscal Year plus, with respect to Capital Appreciation Subordinated Obligations, accreted interest, and any redemption premium payable with respect thereto, coming due during the current Fiscal

Year with respect to any Series of Priority Subordinated Indebtedness that are Term Bonds, until there are sufficient funds then on deposit in the Debt Service Account for each Series of Priority Subordinated Indebtedness equal to the principal, interest, redemption payments and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) due on the Priority Subordinated Indebtedness on the next principal, interest and redemption dates, respectively, in such Fiscal Year.

Deposits shall be increased or decreased to the extent required to pay principal, premium, if any, interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) on the Priority Subordinated Indebtedness coming due, after making allowance for any Capitalized Interest and taking into account deficiencies in prior months' deposits. Additionally, unless the Authority shall establish a different procedure for the payment or deposit of monthly interest on Variable Rate Indebtedness, there shall be deposited into the applicable Debt Service Account in lieu of the monthly interest deposit described above, the interest accruing on such Priority Subordinated Indebtedness for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the 15th day of such month will continue through the end of such month. On or before each interest payment date, the Authority shall make up any deficiencies in such interest deposit based on the actual interest accruing through such date.

Notwithstanding the foregoing deposit requirements, for any interest period of less than six (6) months, the Authority shall make monthly deposits into the applicable Debt Service Account in amounts that will be sufficient to amortize interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) next coming due on the Priority Subordinated Indebtedness on the next interest payment date in substantially equal monthly installments.

(b) Next, by deposit pro rata to the appropriate accounts in the Priority Subordinated Debt Service Reserve Fund with respect to each Series of Priority Subordinated Indebtedness designated by an Issuing Instrument to be secured by an account therein, until the amounts in such account equal the Reserve Requirement (if any) for each applicable Series of Priority Subordinated Indebtedness, or the portion thereof that is required as of such date to be funded if the Authority has elected to fund the Reserve Requirement in installments pursuant to the terms of Section 8.05.

On and after the Consent Effective Date, from Pledged Secondary Subordinated Revenues available pursuant to paragraphs (7) and (8) of Section 405(1) of the Bond Resolution, the Authority shall deposit or cause to be deposited into the Subordinated Revenue Fund sufficient Pledged Secondary Subordinated Revenues to make the deposits in paragraphs (c) and (d) below.

(c) Into the Secondary Subordinated Debt Service Fund and then pro rata by deposit into the Debt Service Account for each Series of Secondary Subordinated Indebtedness an amount which, together with other amounts deposited therein as described below, will equal (i) one-sixth ($1/6^{th}$) of the interest maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge

Payments due on the Secondary Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," on the next semiannual interest payment date with respect to Secondary Subordinated Indebtedness that bears interest payable semiannually, (ii) the amount of interest next maturing plus, to the extent provided in the applicable Issuing Instrument, any Regularly Scheduled Hedge Payments due on Secondary Subordinated Indebtedness that bears interest payable monthly and the amount of interest accruing in such month on Secondary Subordinated Indebtedness or, if the Issuing Instrument provides for a net deposit, the amount of interest and Regularly Scheduled Hedge Payments calculated in accordance with clause (8) of the definition of "Aggregate Annual Subordinated Debt Service," that bears interest payable on other than a monthly or semiannual basis (other than Capital Appreciation Subordinated Obligations), (iii) one-twelfth ($1/12^{th}$) of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable during the current Fiscal Year on the various Series of Secondary Subordinated Indebtedness that are Serial Bonds that mature annually, and one-sixth ($1/6^{th}$) of all principal and, with respect to Capital Appreciation Subordinated Obligations, principal and accreted interest, maturing or becoming payable on the next maturity date in such Fiscal Year on the various Series of Secondary Subordinated Indebtedness that are Serial Bonds that mature semiannually, and (iv) one-twelfth ($1/12^{th}$) of the sum of Amortization Installments and the unamortized principal balances of the Secondary Subordinated Indebtedness that are Term Bonds coming due in the current Fiscal Year plus, with respect to Capital Appreciation Subordinated Obligations, accreted interest, and any redemption premium payable with respect thereto, coming due during the current Fiscal Year with respect to the various Series of Secondary Subordinated Indebtedness that are Term Bonds, until there are sufficient funds then on deposit in the Debt Service Account for each Series of Secondary Subordinated Indebtedness equal to the principal, interest, redemption, Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) due on the Secondary Subordinated Indebtedness on the next principal, interest and redemption dates, respectively, in such Fiscal Year.

Deposits shall be increased or decreased to the extent required to pay principal, premium, if any, interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) on the Secondary Subordinated Indebtedness coming due, after making allowance for any Capitalized Interest and taking into account deficiencies in prior months' deposits. Additionally, unless the Authority shall establish a different procedure for the payment or deposit of monthly interest on Variable Rate Indebtedness, there shall be deposited into the applicable Debt Service Account in lieu of the monthly interest deposit described above, the interest accruing on such Secondary Subordinated Indebtedness for such month (plus any deficiencies in interest deposits for the preceding month), assuming the interest rate thereon on the 15^{th} day of such month will continue through the end of such month. On or before each interest payment date, the Authority shall make up any deficiencies in such interest deposit based on the actual interest accruing through such date.

Notwithstanding the foregoing deposit requirements, for any interest period of less than six (6) months, the Authority shall make monthly deposits into the applicable Debt Service Account in amounts that will be sufficient to amortize interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) next coming due on the Secondary Subordinated Indebtedness on the next interest payment date in substantially equal monthly installments.

(d) Next, by deposit pro rata to the appropriate accounts in the Secondary Subordinated Debt Service Reserve Fund with respect to each series of Secondary Subordinated Indebtedness designated by an Issuing Instrument to be secured by an account therein, until the amounts in such account equal the Reserve Requirement (if any) for each applicable Series of Secondary Subordinated Indebtedness or the portion thereof that is required as of such date to be funded if the Authority has elected to fund the Reserve Requirement in installments pursuant to the terms of Section 8.05.

(e) The balance of funds remaining in the Subordinated Revenue Fund, if any, after provision for the amounts described in clauses (a) through (d) above have been made (other than accrued interest), shall be transferred to the Trustee for deposit in the Discretionary Fund and applied in accordance with the Bond Resolution. Any Hedge Termination Payment due or coming due with respect to a Series of Subordinated Obligations shall be made only from available funds on deposit in the Discretionary Fund.

Section 8.03. Provisions for Payment of Subordinated Obligations from Debt Service Accounts. The Trustee shall, on each payment date, withdraw from the applicable Debt Service Accounts and remit to the owners of the Subordinated Obligations and each Hedge Provider the amounts required for paying the interest or Hedge payment, principal and any other amounts due on such Subordinated Obligations and any Hedges applicable thereto as such payments become due and payable; provided, however, that if such payments, or a portion thereof, have been made on behalf of the Authority by a Bond Insurer or by the issuer of a Credit Facility, or another entity insuring, guaranteeing or providing for the payment of the Subordinated Obligations or any Series thereof, moneys on deposit in the applicable Debt Service Account and allocable to such Series shall be paid to such Bond Insurer or the issuer of such Credit Facility or entity having theretofore made a corresponding payment. All Hedge Termination Payments shall be paid only from funds on deposit in the Secondary Subordinated Debt Service Fund after provision for payment of principal of, premium, if any, and interest due on the Secondary Subordinated Indebtedness. At the maturity date of each Subordinated Obligation and at the due date of each Amortization Installment and installment of interest on each Subordinated Obligation, the Trustee shall set aside within the applicable Debt Service Account as provided in Section 8.04 below sufficient moneys to pay all principal of and interest and redemption premium, if any, then due and payable with respect to each such Subordinated Obligation. Moneys so set aside shall not thereafter be invested in any manner but shall be held by the Trustee without liability on the part of the Trustee or the Authority for interest thereon until actually paid out for the purposes intended. Interest accruing with respect to any fully registered Subordinated Obligation (other than a Capital Appreciation Subordinated Obligation) shall be paid by wire transfer or by check or draft of the Paying Agent to the Owner thereof, as described in the form of the Subordinated Obligation.

Section 8.04. Application of Moneys for Amortization Installments. Moneys held for the credit of each Debt Service Account in the Subordinated Debt Service Funds for Amortization Installments shall with reasonable diligence be applied to the retirement of Subordinated Obligations of the applicable Series issued under the provisions of this Indenture and then Outstanding in the following order:

(a) The Trustee shall first, upon receipt of written direction of the Authority, purchase Outstanding Term Bonds redeemable from Amortization Installments during such Fiscal Year, and pro rata (based upon the principal amount of the Amortization Installments due in such Fiscal Year for each such Series of Term Bonds) among all such Subordinated Obligations if more than one Series of such Term Bonds are Outstanding. If no such Subordinated Obligations are Outstanding, the Trustee shall, upon receipt of written direction from the Authority, purchase Serial Bonds, whether or not such Subordinated Obligations are then subject to redemption. The Trustee shall purchase Subordinated Obligations hereunder only to the extent moneys are available therefor, at a price approved by the Authority, not to exceed the principal of such Subordinated Obligations plus accrued interest, or the Accreted Value, as the case may be. The Trustee shall pay the interest accrued on such Subordinated Obligations or portions of Subordinated Obligations to the date of redemption thereof, the purchase price, and all expenses in connection with such purchase from moneys deposited for that purpose in the applicable Debt Service Account for such Series in the Subordinated Debt Service Fund, but no such purchase shall be made by the Trustee within the period of thirty (30) days next preceding any interest payment date on which such Subordinated Obligations are subject to call for redemption under the provisions of this Indenture.

(b) To the extent moneys held for payment of Amortization Installments on a Series of Subordinated Obligations remain on deposit in the applicable Debt Service Account in the applicable Subordinated Debt Service Fund, the Trustee shall call for redemption on each interest payment date on which such Subordinated Obligations are subject to redemption from moneys in such account in the applicable Subordinated Debt Service Fund such amount of Term Bonds of such Series then subject to redemption or, if no such Term Bonds are Outstanding and subject to redemption, Serial Bonds of such Series then subject to redemption as will as nearly as possible exhaust the money then held for payment of Amortization Installments or in the applicable Debt Service Account for such Series in the applicable Subordinated Debt Service Fund. Such redemption shall be made pursuant to the provisions of Articles V and VI of this Indenture. On the redemption date, the Trustee shall withdraw from the applicable Debt Service Account in the Subordinated Debt Service Fund the respective amounts required for paying the interest on, the principal of, and the redemption premium, if any, with respect to such Subordinated Obligations or portions of Subordinated Obligations so called for redemption, and shall pay from moneys deposited with it in the applicable Debt Service Account in the Subordinated Debt Service Fund all expenses in connection with such redemption.

(c) If a Series of Subordinated Obligations shall not then be subject to redemption and if the Trustee shall at any time be unable to exhaust the moneys in the

purchase of such Subordinated Obligations under the provisions of paragraphs (a) and (b) of this Section, such moneys or the balance of such moneys, as the case may be, shall be retained in the applicable Debt Service Account for such Series in the Subordinated Debt Service Fund and, as soon as it is feasible, applied to the retirement of such Subordinated Obligations.

(d) Notwithstanding the foregoing, no funds held for payment of an Amortization Installment in a Debt Service Account shall be used to purchase or redeem Subordinated Obligations of a Series until all Term Bonds of such Series required to be redeemed pursuant to the Amortization Installments for that Fiscal Year are redeemed. If Term Bonds of a Series are purchased or redeemed pursuant to this section in excess of the Amortization Installments for such Series for such Fiscal Year, such excess principal amount of such Term Bonds so purchased or redeemed shall be credited against subsequent Amortization Installments in subsequent years, in such order as the Authority may designate to the Trustee in writing.

Section 8.05. Application of Moneys in the Subordinated Debt Service Reserve Funds. Funds, or a Reserve Fund Credit Enhancement, on deposit in a Subordinated Debt Service Reserve Fund with respect to any Series of Subordinated Obligations shall be set aside in a separate account therein for such Series and may be used only for the purpose of curing deficiencies in the applicable Debt Service Account within the applicable Subordinated Debt Service Fund with respect to such Series and for no other purpose and moneys held in each account of the Subordinated Debt Service Reserve Funds shall be pledged solely to and shall only secure the payment of the Subordinated Obligations secured by such account in the applicable Subordinated Debt Service Fund. If funds (other than accrued interest) on deposit in the applicable account in the Subordinated Debt Service Reserve Fund for one or more Series of Subordinated Obligations exceed, in the aggregate, the Reserve Requirement with respect to such Series, the excess funds shall be transferred by the Trustee to the Discretionary Fund and applied in accordance with the Bond Resolution.

Notwithstanding anything herein to the contrary, the Authority shall not be required to fully fund an account in the Subordinated Debt Service Reserve Funds at the time of issuance of a Series of Subordinated Obligations hereunder, if it elects, by the Issuing Instrument authorizing issuance of such Series of Subordinated Obligations, to fully fund the applicable account in the Subordinated Debt Service Reserve Fund over a period specified in such Issuing Instrument, not to exceed sixty (60) months, commencing with the next succeeding Fiscal Year of the Authority, during which it shall make substantially equal monthly installments in order that the amounts on deposit therein at the end of such period shall equal the Reserve Requirement for such Series of Subordinated Obligations.

Upon the issuance of a Series of Subordinated Obligations, in lieu of making a cash deposit to the applicable account in the Subordinated Debt Service Reserve Funds, if authorized by the Issuing Instrument, the Authority may deliver to the Trustee a Reserve Fund Credit Enhancement in an amount which, together with moneys, securities or other Reserve Fund Credit Enhancements on deposit in or credited to the applicable account in the Subordinated Debt Service Reserve Fund securing such Subordinated Obligations, equals or exceeds the Reserve Requirement with respect thereto on the following terms and conditions:

(1) All such Reserve Fund Credit Enhancements (i) will name the Trustee as beneficiary or insured, (ii) will have a term of not less than the maturity of such Subordinated Obligations for which such Reserve Fund Credit Enhancement was issued, (iii) will provide by its terms that it may be drawn upon to make up any deficiencies in the applicable Debt Service Account on the due date of any interest or principal payment or mandatory sinking fund redemption applicable to the Subordinated Obligations with respect to which such Reserve Fund Credit Enhancement was issued, and (iv) will meet such other requirements for the Reserve Fund Credit Enhancement and the Reserve Product Provider as may be prescribed in the Issuing Instrument applicable to such Series.

(2) The obligation to reimburse the Reserve Product Provider for any fees or expenses thereon shall be subordinate to the payment of debt service on the Subordinated Obligations of the same lien as the Series secured by such Reserve Fund Credit Enhancement and replenishment of the applicable Subordinated Debt Service Reserve Fund. The Reserve Product Provider's right to reimbursement for claims or draws shall be on a parity with the cash replenishment of the applicable Subordinated Debt Service Reserve Fund provided that the Reserve Fund Credit Enhancement shall provide for a revolving feature under which the amount available thereunder will be reinstated to the extent of any reimbursement of draws or claims paid. If the revolving feature is suspended or terminated for any reason, the right of the Reserve Product Provider to reimbursement will be further subordinated to cash replenishment of the applicable account within the Subordinated Debt Service Reserve Fund to an amount equal to the difference between the full original amount available under the Reserve Fund Credit Enhancement and the amount then available for further draws or claims.

(3) If the Authority chooses to provide Reserve Fund Credit Enhancement in lieu of cash-funding an account in the Subordinated Debt Service Reserve Funds, any amounts owed by the Authority to the Reserve Product Provider as a result of a draw thereon or a claim thereunder, as appropriate, shall be included in determining amounts required to be deposited to the credit of the applicable account within the Subordinated Debt Service Reserve Funds and in any other calculation of debt service requirements required to be made pursuant to the Bond Resolution or this Indenture for any purpose, e.g., rate covenant or additional bonds test.

Except as otherwise provided in any Issuing Instrument, any deficiency in an account in the Subordinated Debt Service Reserve Funds resulting from a drawing thereunder or a revaluation of investments therein shall be replenished as soon as possible from Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, as provided in Section 8.02. If a Reserve Product Provider becomes insolvent, the Reserve Fund Credit Enhancement issued by such provider shall be valued at zero and, except as otherwise provided in any Issuing Instrument, the resulting deficiency in the applicable account in the Subordinated Debt Service Reserve Fund shall be funded in not less than equal monthly installments over a period of not more than sixty (60) months commencing at the beginning of the next Fiscal Year. The Trustee shall be entitled to assume that the Reserve Product Provider is solvent unless and until the Trustee receives written notice from the Authority, the Reserve Product Provider or any Bondholders holding in the aggregate not less than five (5%) of the

Subordinated Obligations then Outstanding secured by such Reserve Fund Credit Enhancement that the Reserve Product Provider is insolvent. For purposes hereof, the Reserve Product Provider shall be deemed insolvent if it is unable to pay its debts as they become due and payable.

Section 8.06. Application of Pledged Moneys. Subject to the terms and conditions set forth in this Indenture, moneys held for the credit of each account within the Subordinated Debt Service Funds shall be held in trust and disbursed by the Trustee for (a) the payment of interest and Regularly Scheduled Hedge Payments (if provided by the Issuing Instrument) on the applicable Series of Subordinated Obligations issued hereunder as such interest and Regularly Scheduled Hedge Payments become due and payable; (b) the payment of the principal of such Subordinated Obligations at such time as such principal becomes due and payable; and (c) the payment of the purchase or redemption price of such Subordinated Obligations before their maturity in the manner and to the extent provided in Section 8.04 hereof, and such moneys are hereby pledged to and charged with the payments mentioned in this Article.

Whenever the moneys held for the credit of the Subordinated Debt Service Reserve Funds, together with the moneys held for the credit of the Subordinated Debt Service Funds, are sufficient to pay the principal of, the interest accrued and the applicable premiums on all Subordinated Obligations then Outstanding under the provisions of this Indenture, and all costs and expenses as herein described, the funds on deposit in the Subordinated Debt Service Reserve Funds shall be transferred to the corresponding funds and accounts in Subordinated Debt Service Funds. Whenever the moneys held for the credit of the Subordinated Debt Service Funds shall be sufficient for paying the principal of, the interest accrued and the applicable premiums on all Subordinated Obligations then Outstanding under the provisions of this Indenture, and all costs and expenses as herein described, such moneys shall be applied by the Trustee for the payment, purchase or redemption of such Subordinated Obligations in the manner and to the extent provided in Section 8.04 hereof.

Section 8.07. Unclaimed Funds. If any Subordinated Obligation shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Subordinated Obligation shall have been deposited with the Trustee for the benefit of the Holder or Holders thereof, all liability of the Authority to the Holder thereof for the payment of such Subordinated Obligation shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of Trustee to hold such funds, without liability for interest thereon, for the benefit of the Holder of such Subordinated Obligation, provided that any money deposited with the Trustee for the payment of the principal of (and premium, if any) or interest on any Subordinated Obligation and remaining unclaimed for two (2) years after such principal (and premium, if any) or interest has become due and payable, shall be paid to the Authority, and the Holder of such Subordinated Obligation or interest, as the case may be, shall thereafter, as an unsecured general creditor, look only to the Authority for payment thereof, and all liability of the Trustee with respect to such trust money shall thereupon cease.

Section 8.08. Reserved.

Section 8.09. Rebate Fund. The Authority covenants and agrees that it shall maintain and retain all records pertaining to and shall be responsible for making or having made all determinations and calculations of the Rebate Amount for each Series of Subordinated Obligations issued hereunder that are Tax Exempt Bonds for each Fiscal Year and shall deposit or cause the Trustee to deposit into the Rebate Fund from investment earnings on moneys deposited in the other funds and accounts created hereunder, or from any other legally available funds of the Authority, an amount necessary to cause amounts on deposit in the Rebate Fund to be equal to the Rebate Amount. By written direction to the Trustee or pursuant to the Issuing Instrument authorizing a Series of Subordinated Obligations, the Authority may create a separate account within the Rebate Fund for any Series of Subordinated Obligations which are Tax Exempt Bonds. The Authority shall use such moneys deposited in the Rebate Fund only for the payment of the Rebate Amount to the United States as required by Section 9.03 hereof. Funds on deposit in the Rebate Fund in excess of the Rebate Amount, however, may be withdrawn and paid over to the Authority. In complying with the foregoing, the Authority may rely upon any instructions or opinions from Bond Counsel.

If any amount shall remain in the Rebate Fund after payment in full of all Subordinated Obligations issued hereunder that are Tax Exempt Bonds and after payment in full of the Rebate Amount to the United States in accordance with the terms hereof, such amounts shall be available to the Authority for any lawful purpose.

The Rebate Fund shall be held separate and apart from all other funds and accounts of the Authority, shall not be impressed with a lien in favor of the Bondholders and the moneys therein shall be available for use only as herein provided.

Notwithstanding any other provision of this Indenture, including in particular Section 15.01 hereof, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 9.03 and this Section 8.09 shall survive the defeasance or payment in full of the Subordinated Obligations to the extent necessary to preserve the exclusion of interest on the Subordinated Obligations issued hereunder as Tax Exempt Bonds from gross income for federal income tax purposes.

Section 8.10. Repayment to the Authority from the Subordinated Debt Service Funds. Any moneys remaining in the Subordinated Debt Service Funds after payment in full of the Subordinated Obligations according to Article XV below and payment of the fees, charges and expenses of the Trustee and any paying agents and any other items required to be paid hereunder shall be paid to the Authority.

ARTICLE IX
DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 9.01. Deposits Constitute Trust Funds. All funds or other property which at any time may be owned or held in the possession of or deposited with the Trustee under the provisions of this Indenture shall be held in trust and applied only in accordance with the provisions of this Indenture, and shall not be subject to lien or attachment by any creditor of the Authority.

All funds or other property which at any time may be owned or held in the possession of or deposited with the Trustee under this Indenture shall be continuously secured, for the benefit of the Authority and the owners of the Subordinated Obligations either (a) by lodging with a bank or trust company approved by the Authority and the Trustee, as custodian, collateral security consisting of obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (b) in such other manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds; but it shall not be necessary for the Trustee to lodge such collateral security with any other bank or trust company, if it lodges such collateral security with its trust department as custodian, nor shall it be necessary for the Trustee to give security for any moneys which shall be represented by investments in the obligations referred to in Section 9.02 hereof, purchased under the provisions of this Article as an investment of such moneys.

All moneys deposited with each Authorized Depositary shall be credited to the particular fund or account to which such moneys belong.

Section 9.02. Investment of Moneys. Moneys held for the credit of the Construction Fund, the Subordinated Debt Service Funds and the Subordinated Debt Service Reserve Funds shall be invested and reinvested at the written request of an Authorized Authority Representative by the Trustee in Permitted Investments. Except with respect to investments held for the credit of the Subordinated Debt Service Reserve Funds, such investments or reinvestments shall mature not later than the respective dates, as estimated by the Authority, that the moneys for the credit or said funds or accounts will be needed for the purposes of such funds or accounts. Funds in the Subordinated Debt Service Reserve Funds shall also be invested in Permitted Investments maturing not later than fifteen (15) years from the date of such investments. The written request of an Authorized Authority Representative shall specify the issuer or obligor, the type, principal amount, interest rate and maturity of each such requested investment of moneys. As a condition to making any such discretionary investments the Trustee shall be entitled to rely upon the opinion of its counsel or the opinion of Bond Counsel as to the effect of federal arbitrage laws and regulations on any such investments.

Obligations so purchased as an investment of moneys in any such fund or account shall be deemed at all times to be a part of such fund or account, and any profit realized or loss resulting from the liquidation of such investments shall be credited or charged to such account or fund, and shall at all times, for the purposes of this Indenture, be valued at cost or the principal amount thereof, whichever is less (exclusive of accrued interest), except that investments in the Subordinated Debt Service Reserve Funds shall be valued semi-annually on March 31 and September 30 of each year at the lower of cost or market value, exclusive of accrued interest. The Trustee, at the direction of the Authority or when required to pay debt service on the Subordinated Obligations, shall sell at the best price obtainable any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from such funds or accounts. The Trustee, when authorized by the Authority, may trade with itself in the purchase and sale of securities for such investments; provided, however, that in no case shall any investment be otherwise than in accordance with the investment limitations contained in this Indenture and/or in a tax certificate or agreement relating to a Series of

Subordinated Obligations. Absent specific instructions as aforesaid or absent standing instructions from the Authority for investment of such moneys, then the Trustee shall not be responsible or liable for keeping the moneys invested.

Interest earned on any moneys or investments in any such Funds other than the Construction Fund shall be paid into the Revenue Fund under the Bond Resolution. 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 acknowledges that, to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements that include detail for all investments transactions made by the Trustee under the Indenture.

Section 9.03. Tax Covenants. The Authority covenants with the Bondholders of each Series of Subordinated Obligations that are Tax Exempt Bonds that it shall not use the proceeds of such Subordinated Obligations in any manner which would cause the interest on such Subordinated Obligations to be or become included in gross income for purposes of federal income taxation.

The Authority covenants with the Bondholders of each Series of Subordinated Obligations that are 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 Subordinated Obligations (or amounts deemed to be proceeds under the Code) in any manner which would cause such Series of Subordinated Obligations 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 Subordinated Obligations to be included in gross income for federal income tax purposes.

The Authority hereby covenants with the Bondholders of each Series of Subordinated Obligations that are Tax Exempt Bonds that it will use diligent efforts to comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on such Subordinated Obligations for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

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 Bondholders thereof for federal income tax purposes, provided that the issuance thereof will not cause interest on any other Subordinated Obligations that are Tax Exempt Bonds theretofore issued hereunder to be or become subject to federal income taxation. The covenants set forth in this Section 9.03 shall not apply to any Taxable Bonds.

ARTICLE X
PARTICULAR COVENANTS

Section 10.01. Rate Covenant.

(a) The Authority shall, while any of the Subordinated Obligations 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 the sum of (i) Available Net Revenues, plus, (ii) prior to the Consent Effective Date, PFC Revenues, or on and after the Consent Effective Date, Available Revenues, in either case, pledged to or irrevocably committed to pay principal of, premium, if any, and interest on a Series of Subordinated Obligations in an amount not to exceed the Annual Debt Service on such Series of Subordinated Obligations coming due in such Fiscal Year, plus (iii) any Transfers for each Fiscal Year will be at least equal to 100% of the aggregate amount required to be applied and/or deposited by the Authority during such Fiscal Year pursuant to Section 8.02(a) through (d).

(b) The Authority further agrees that, while any Subordinated Obligations remain Outstanding, 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 the sum of Available Net Revenues and any Transfers for each Fiscal Year will be equal to at least 1.10 times the Aggregate Annual Subordinated Debt Service due in such Fiscal Year on all Outstanding Priority Subordinated Indebtedness.

(c) The Authority covenants that if, while any Subordinated Obligations remain Outstanding, Available Net Revenues plus any Transfers in any Fiscal Year are less than the amounts specified in subsection (a) or (b) of this Section 10.01, the Authority will retain and direct a 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 this Section 10.01 hereof in the next Fiscal Year.

For purposes of this Indenture, 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 (including, without limitation, payment of principal of, premium, if any, or interest on any Senior Bonds or Subordinated Obligations and any payments into an account within a Subordinated Debt Service Reserve Fund), plus (ii) amounts paid from the Discretionary Fund during such Fiscal Year toward Operating and Maintenance Expenses or the principal of, premium, if any, or interest on any Subordinated Obligations, minus (iii) amounts deposited in the Discretionary Fund during such Fiscal Year, or (b) ten percent (10%) of the principal of, premium, if any, and interest on the Outstanding Priority Subordinated Indebtedness payable during such Fiscal Year.

Section 10.02. Covenants with Respect to Bond Resolution.

(a) The Authority covenants to apply funds on deposit in the Subordinated Revenue Fund and, subject and subordinate to its obligations under Section 411(1) and

(2) of the Bond Resolution, the Discretionary Fund, to fund the deposit requirements and make the payments due hereunder as such deposits become due or such payments become due and payable.

(b) The Authority covenants and agrees to perform and comply in every respect material to the security of the Subordinated Obligations with all of its covenants and obligations contained in Articles IV and VII of the Bond Resolution, as such may be amended, which covenants are incorporated herein by reference and made a part hereof, and in all material respects with all applicable federal and state laws, rules and regulations relating to Additional Projects and the performance of the Authority's covenants and obligations hereunder.

(c) The Authority hereby covenants and agrees that it will not amend, revoke, repeal or modify the Bond Resolution in any manner which would impair the priority of lien upon the Pledged Subordinated Revenues and Pledged Secondary Subordinated Revenues for payment of all amounts due hereunder without consent of the necessary Bondholders pursuant to Section 14.02 hereof.

(d) The Authority hereby covenants and agrees that as long as this Indenture is in force and has not been defeased as provided in Section 15.01 hereof or amended to provide that no further Subordinated Obligations shall be issued hereunder and that any Subordinated Indebtedness (as defined in the Bond Resolution) issued pursuant to the Bond Resolution will be subordinate to the Subordinated Obligations issued under this Indenture, the Authority shall not issue indebtedness that is subordinate to the Senior Bonds and secured by and payable from Revenues pursuant to any instrument other than this Indenture.

Section 10.03. Covenant of Authority as to Performance of Obligations. The Authority covenants that it will promptly pay the principal of and the interest on every Subordinated Obligation issued under the provisions of this Indenture at the places, on the dates and in the manner provided herein and in said Subordinated Obligations, and any premium required for the retirement of said Subordinated Obligations by purchase or redemption.

The Subordinated Obligations and the interest thereon and the other obligations of the Authority hereunder shall not be deemed to constitute a general debt, liability or obligation of the Authority or the City or a debt, liability or obligation of the State or any political subdivision thereof or a pledge of the faith and credit of the Authority, the City, the State or any political subdivision thereof. Neither the Authority, the City, the State nor any political subdivision thereof shall be directly, indirectly or contingently obligated to levy or pledge any form of ad valorem taxation whatsoever for the payment of the principal of or interest on the Subordinated Obligations or any other payments with respect thereto or to make any appropriation therefrom for any such payments. The Authority has no taxing power. The principal of and interest on the Subordinated Obligations and any other payments with respect thereto shall not be payable from or constitute a lien or charge on any funds of the Authority or the City other than the Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, in the manner and to the extent provided herein.

Section 10.04. Covenant to Perform Undertakings. The Authority covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions to be performed by the Authority as provided in this Indenture, in any and every Subordinated Obligation executed, authenticated and delivered hereunder and in all proceedings of the Authority pertaining thereto. The Authority covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Subordinated Obligations authorized hereby and to enter into this Indenture, to pledge the Pledged Subordinated Revenues and Pledged Secondary Subordinated Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Subordinated Obligations initially issued hereunder and the execution and delivery of this Indenture has been duly and effectively taken; and that such Subordinated Obligations in the hands of the Holders and Owners thereof are and will be valid and enforceable obligations of the Authority according to the tenor and import thereof.

Section 10.05. Covenant to Perform Further Acts. The Authority covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as may be reasonably required for the better pledging unto the Trustee of all and singular the Pledged Subordinated Revenues and Pledged Secondary Subordinated Revenues pledged hereby to the payment of the principal of and interest and premium, if any, on the Subordinated Obligations.

ARTICLE XI
EVENTS OF DEFAULT; REMEDIES

Section 11.01. Events of Default. The following events shall be "Events of Default" under this Indenture:

(a) default shall be made in the due and punctual payment of the principal of or premium, if any on any Subordinated Obligation 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 Subordinated Obligation when and as such interest installment shall become due and payable;

(b) 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 10.01; provided, however, that a failure to comply with the covenants in Section 10.01 shall not constitute an Event of Default unless the Authority shall fail in the succeeding Fiscal Year to comply with the covenants in Section 10.01 or to restore any deficiencies which occurred in any funds or accounts created and held under this Indenture in the preceding Fiscal Year;

(c) 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 this Indenture, any Issuing Instrument for any Outstanding Subordinated Indebtedness, or in the Subordinated Obligations 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 Outstanding Subordinated Obligations; provided, however, that if such default requires more than sixty (60) days to be remedied and the Authority proceeds with due diligence within such sixty-day period to commence to remedy such default, such sixty (60) day period shall be extended for so long as the Authority shall diligently and continuously pursue such remedy;

(d) an "Event of Default" under Section 801(i) of the Bond Resolution shall occur following the expiration of any applicable grace periods provided therein;

(e) the Authority 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;

(f) 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;

(g) 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; and

(h) an "Event of Default" shall occur under any agreement or Issuing Instrument relating to the issuance of any Other Parity Indebtedness following the expiration of any applicable grace periods provided therein; provided, however, that if under applicable law, regulation, policy or contract any obligations payable under Other Parity Indebtedness cannot be repaid from Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, then an "Event of Default" under such Other Parity Indebtedness shall not constitute an Event of Default under this Indenture.

Section 11.02. Accounting and Examination of Records After Default.

(a) 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.

(b) 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 Pledged Subordinated Revenues,

Pledged Secondary Subordinated Revenues and other moneys, securities and funds pledged or held under this Indenture for such period as shall be stated in such demand.

Section 11.03. Application of Pledged Subordinated Revenues, Pledged Secondary Subordinated Revenues and Other Moneys After Default; No Acceleration.

(a) 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 in any fund or account under this Indenture (other than the Rebate Fund), (ii) all Pledged Subordinated Revenues, and (iii) all Pledged Secondary Subordinated Revenues as promptly as practicable after receipt thereof. In no event shall any Subordinated Obligation be subject to acceleration upon an Event of Default; except, however, that as long as any Other Parity Indebtedness may be accelerated upon an "Event of Default" thereunder, and such "Event of Default" thereunder is also an Event of Default under this Indenture, then upon any Other Parity Indebtedness being accelerated all other Subordinated Obligations on a parity with such Other Parity Indebtedness shall automatically be accelerated as well and the principal of and interest on all such parity Subordinated Obligations shall, upon acceleration of any Other Parity Indebtedness, immediately become due and payable.

(b) During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Pledged Subordinated Revenues and the income therefrom, after payment of the expenses, liabilities and advances incurred or made by the Trustee and of the Trustee's fees and expenses (including reasonable fees and expenses of counsel), as follows and in the following order:

(i) First, to the payment of the interest on, principal of, premium, if any, and all other amounts then due on the Priority Subordinated Indebtedness as follows:

(A) unless the principal of all of the Priority Subordinated Indebtedness shall have become due and payable,

First: To the payment to the persons entitled thereto of all installments of interest on Priority Subordinated Indebtedness other than Capital Appreciation Subordinated Obligations then due in order of the maturity of such installments, together with accrued and unpaid interest on the Priority Subordinated Indebtedness other than the Capital Appreciation Subordinated Obligations 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 and other amounts, or with respect to Capital Appreciation

Subordinated Obligations the unpaid Maturity Amount, of any Priority Subordinated Indebtedness 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 Priority Subordinated Indebtedness due on any date, then to the payment thereof ratably, according to the amounts of principal, or with respect to Capital Appreciation Subordinated Obligations the unpaid Maturity Amount, due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) if the principal (or, with respect to Capital Appreciation Subordinated Obligations, the Maturity Amount) of all of the Priority Subordinated Indebtedness shall have become due and payable, to the payment of the principal, interest and other amounts (or, with respect to Capital Appreciation Subordinated Obligations, Maturity Amount) then due and unpaid upon the Priority Subordinated Indebtedness 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 Priority Subordinated Indebtedness over any other Priority Subordinated Indebtedness, ratably, according to the amounts due respectively for principal, interest and other amounts (or, with respect to Capital Appreciation Subordinated Obligations, 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 Priority Subordinated Indebtedness and coupons.

(ii) Second, following provision for payment in full of the amounts for the benefit of the Priority Subordinated Obligations set forth in (i) above, to the payment of the interest on, principal of, premium, if any, and all other amounts then due on the Secondary Subordinated Indebtedness as follows:

(A) unless the principal of all of the Secondary Subordinated Indebtedness shall have become due and payable,

First: To the payment to the persons entitled thereto of all installments of interest on Secondary Subordinated Indebtedness other than Capital Appreciation Subordinated Obligations then due in order of the maturity of such installments, together with accrued and unpaid interest on the Secondary Subordinated Indebtedness other than the Capital Appreciation Subordinated Obligations 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 and other amounts, or with respect to Capital Appreciation

Subordinated Obligations the unpaid Maturity Amount, of any Secondary Subordinated Indebtedness 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 Secondary Subordinated Indebtedness due on any date, then to the payment thereof ratably, according to the amounts of principal, or with respect to Capital Appreciation Subordinated Obligations the unpaid Maturity Amount, due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) if the principal (or, with respect to Capital Appreciation Subordinated Obligations, the Maturity Amount) of all of the Secondary Subordinated Indebtedness shall have become due and payable, to the payment of the principal, interest and other amounts (or, with respect to Capital Appreciation Subordinated Obligations, Maturity Amount) then due and unpaid upon the Secondary Subordinated Indebtedness 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 Secondary Subordinated Indebtedness over any other Secondary Subordinated Indebtedness, ratably, according to the amounts due respectively for principal, interest and other amounts, (or, with respect to Capital Appreciation Subordinated Obligations, 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 Secondary Subordinated Indebtedness.

If following application of all moneys held under this Indenture and available for such purposes any payment of principal of (or Maturity Amount), interest or other amount on any Priority Subordinated Indebtedness or Secondary Subordinated Indebtedness remains due and unpaid, following provision for payment of all amounts due under the Bond Resolution on the Senior Bonds, the Trustee may request any available funds in the Discretionary Fund held under the Bond Resolution be paid to the Trustee for payment of such due and unpaid amounts, and such amounts as may be received by the Trustee shall be applied, first, to pay principal of (or Maturity Amount), interest and other amounts on any Priority Subordinated Indebtedness then due in accordance with Section 11.03(b)(i) hereof and any amount remaining shall be applied to pay principal of (or Maturity Amount), interest and other amounts on any Secondary Subordinated Indebtedness then due in accordance with Section 11.03(b)(ii) hereof.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the setting aside of such moneys, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee

acts with reasonable diligence, having due regard to the circumstances and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the owner of any Subordinated Obligation unless such Subordinated Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) If and whenever all overdue installments of interest on all Subordinated Obligations, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Authority under this Indenture, including the principal and premium, if any, of and accrued unpaid interest on all Subordinated Obligations which shall then be payable and amounts due any Credit Provider or Hedge Provider under this Indenture, 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 this Indenture or the Subordination Obligations 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 this Indenture 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 this Indenture. No such payment over to the Authority by the Trustee or such restoration of the Authority and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.04. Proceedings Brought By Trustee.

(a) If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon written request of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and receipt of indemnification as provided in Section 12.02 of this Indenture shall proceed, to protect and enforce its rights and the rights of the Holders of the Subordinated Obligations under this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the 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 this Indenture.

(b) All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Subordinated Obligations 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.

(c) The Holders of not less than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and not less than a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness 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.

(d) Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default.

(e) Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Holders of not less than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness, and not less than a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness and furnished with reasonable security and indemnity in accordance with Section 12.02 of this Indenture, 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 this Indenture by any acts which may be unlawful or in violation of this Indenture, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interests and the interests of the Bondholders.

(f) 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 11.05. Restriction on Bondholder's Action.

(a) No holder of any Subordinated Obligation shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, 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%) in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness shall have filed a written

request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Indenture or by the Act, the Bond Resolution or by the laws of Florida or to institute such action, suit or proceeding in its own name, and unless such Bondholders shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby in accordance with Section 12.02 of this Indenture, 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 Subordinated Obligations shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Indenture, or to enforce any right under this Indenture, except in the manner therein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Holders of the Outstanding Subordinated Obligation.

(b) Nothing in this Indenture or in the Subordinated Obligations 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, premium, if any, and interest on the Subordinated Obligations 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 any Subordinated Obligation held by it.

Section 11.06. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Bondholders is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of adoption of this Indenture.

Section 11.07. Effect of Waiver and Other Circumstances.

(a) No delay or omission of the Trustee or any Bondholder to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein; and every power and remedy given by this Article to the Trustee or to the Bondholders may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Bondholders.

(b) The Holders of not less than sixty-six and two-thirds percent (66-2/3%) in aggregate principal amount of the Outstanding Subordinated Obligations, or their attorneys-in-fact duly authorized, may on behalf of the Holders of all of the Subordinated Obligations waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal of or premium (if any) on any of the Subordinated Obligations. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 11.08. Notice of Default. The Trustee shall, upon becoming aware of any Event of Default under Section 11.01(a) of this Indenture or, upon receipt of written notice of any Event of Default, promptly post written notice of the occurrence of such Event of Default to EMMA. If in any Fiscal Year Available Net Revenues shall be insufficient to comply with the provision of Section 10.01, the Trustee, on or before the 30th day after receipt of the annual audit, shall post to EMMA written notice of such failure.

ARTICLE XII
CONCERNING THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT

Section 12.01. Acceptance of Trusts; Performance of Duties. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the terms and conditions set forth in this Article and subject to the provisions of this Indenture, to all of which the parties hereto and the respective Bondholders agree. All funds created under this Indenture shall be held by the Trustee (except as otherwise herein provided) and administered as trust funds as herein provided. Where this Indenture requires the Authority to obtain the acceptance, consent or approval of the Trustee, the same shall not be unreasonably withheld.

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 Indenture. In case an Event of Default has occurred (which has not been cured or waived) and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in the exercise of such rights and powers, as an ordinary, prudent individual would exercise or use in the conduct of his or her own affairs.

Section 12.02. Trustee Entitled to Indemnity. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant with respect to actions arising under this Indenture, or to take any steps in the execution of the trust hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and reasonable counsel fees and other reasonable disbursements, and against all liability; the Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment reasonably proper to be done by it as such Trustee, without indemnity, and in any such case the Authority shall reimburse the Trustee for all reasonable costs and expenses, outlays and reasonable counsel fees and other reasonable disbursements properly incurred in connection therewith.

Section 12.03. Limitation on Obligations and Responsibilities. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Authority, or to report, or make or file claim or proof of loss for, any loss or damage insured against or which may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall have no responsibility in respect of the validity or sufficiency of this Indenture or the due execution or acknowledgment thereof, or the validity or sufficiency of the security provided hereunder, or except as to the authentication thereof by the Trustee, in respect of the validity of the Subordinated Obligations or the due execution or issuance thereof. The permissive right of the Trustee to take actions enumerated in this Indenture shall not be construed as a duty to take such actions.

Section 12.04. Limitation on Liability. The Trustee shall not be liable or responsible because of the failure of the Authority or any of its employees or agents to make any collections or deposits or to perform any act herein required of them or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other Authorized Depositary other than itself in which such moneys shall have been deposited under the provisions of this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the Subordinated Obligations or any other moneys deposited with it and paid out, withdrawn or transferred in accordance with the provisions of this Indenture. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents. The Trustee may perform the duties required of it under this Indenture by or through officers, agents, employees or attorneys.

None of the provisions of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, negligent failure to act, or willful misconduct, except that

(a) the Trustee shall not be liable for any error of judgment made in good faith by any one of its officers, agents or employees, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts;

(b) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less

than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and the Holders of not less than a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness relating to 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 under the provisions of this Indenture;

(c) the Trustee shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any counsel, accountants or skilled persons of generally accepted competence selected by it with reasonable care; and

(d) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

Section 12.05. Compensation of Trustee. The Authority shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees incurred in and about the performance of their powers and duties under this Indenture and such obligations shall constitute an Operation and Maintenance Expense of the Authority. Subject to the provisions of Section 12.07, the Authority further agrees to indemnify and save the Trustee 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, and such indemnity obligation shall constitute an Operation and Maintenance Expense of the Authority. 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 12.06. Annual Statement. It shall be the duty of the Trustee each Fiscal Year, to file with the Authority a statement setting forth with respect to the preceding Fiscal Year

(a) the amount withdrawn or transferred by it and the amount deposited with it on account of each fund and account held by it under the provisions of this Indenture;

(b) the amount on deposit with it at the end of such Fiscal Year to the credit of such fund and account;

(c) a brief description of all obligations held by it as an investment of moneys in each such fund and account;

(d) the amount applied to the purchase or redemption of Subordinated Obligations under the provisions of Section 8.04 of this Indenture and a description of

the Subordinated Obligations or portions of Subordinated Obligations so purchased or redeemed; and

(e) any other information which the Authority may reasonably request.

All records and files pertaining to the Additional Projects in the custody of the Trustee shall be open at all reasonable times to the inspection of the Authority, the Bondholders, and their agents and representatives.

Section 12.07. Evidence on Which the Trustee May Act.

(a) The Trustee, 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 this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee 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 this Indenture in good faith and in accordance therewith.

(b) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Authority Representative, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof; but in its discretion the Trustee may, in lieu of a certificate of an Authorized Authority Representative, accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(c) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Authority to the Trustee shall be sufficiently executed if executed in the name of the Authority by an Authorized Authority Representative.

Section 12.08. Notice of Defaults. Except as otherwise provided in this Indenture, the Trustee shall not be obligated to take notice or be deemed to have notice of any Event of Default hereunder except as to the funds held by it or other defaults actually known to it unless specifically notified in writing of such Event of Default by any Holder or the Authority.

Section 12.09. Trustee as Bondholder. The Trustee may become the Holder of any Subordinated Obligations with the same rights it would have if it were not a Trustee. To the extent permitted by law, the Trustee 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 Holders or to effect or aid in any reorganization growing out of the enforcement of the Subordinated Obligations or this Indenture, whether or not any such committee shall represent the Holders of not less than a majority in aggregate principal

amount of the Subordinated Obligations then Outstanding and may join in any action which any Holder may be entitled to take.

Section 12.10. Trustee Not Responsible for Recitals. The recitals of fact herein and in the Subordinated Obligations contained shall be taken as the statements of the Authority and the Trustee shall not assume any responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Subordinated Obligations issued thereunder or as to the security afforded by this Indenture, and shall not incur any liability in respect thereof. The Trustee shall, however, be responsible for its representation contained in its Certificate of Authentication on the Subordinated Obligations. The Trustee shall not be under any responsibility or duty with respect to the application of any moneys paid to the Authority. The Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of Section 12.01, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

Section 12.11. Reliance on Certain Documents. The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Indenture, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person, or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any attorney, engineer, consultant or accountant of generally accepted competence selected by the Trustee with reasonable care, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matter referred to therein, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an owner of any Subordinated Obligation or to take any action at his request unless proof of ownership of such Subordinated Obligation satisfactory to the Trustee has been exhibited to or deposited with the Trustee. The Trustee shall not be under any obligation to see to the recording or filing of this Indenture or any other instrument or otherwise to the giving to any person of notice of the provisions hereof or thereof.

Section 12.12. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than one hundred twenty (120) days' written notice to the Authority and posting notice of such resignation with the Municipal Securities Rulemaking Board via its 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 12.14, in which event such resignation shall take effect immediately on the appointment of such successor; provided, however, that in no event shall the resignation of the Trustee become effective until a successor Trustee shall have been appointed pursuant to the provisions of this Article. Notwithstanding anything herein to the contrary, the only remedy for the failure by the Trustee to post any notice with EMMA shall be an action by the holders, as applicable, in mandamus for specific performance or similar remedy to compel performance.

Section 12.13. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of a majority of the Priority Subordinated Indebtedness then Outstanding or their attorneys-in-fact duly authorized, excluding any Priority Subordinated Indebtedness 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 Authority Representative filed with the Trustee. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provisions of this Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the Authority or the holders of not less than twenty-five percent (25%) of the Priority Subordinated Indebtedness then Outstanding under this Indenture.

Section 12.14. Appointment and Qualification of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the 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 within forty-five (45) days of the occurrence of such event, by the Holders of a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness, excluding any Priority Subordinated Indebtedness 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, notification thereof being given to the Authority and the predecessor Trustee; provided, nevertheless, that unless a successor Trustee shall have been appointed by the Holders as provided in this Section 12.14, the Authority shall promptly appoint a successor Trustee to fill such vacancy by a duly executed written instrument signed by an Authorized Authority Representative. The Authority shall mail notice of any such appointment made by it to each Holder of Subordinated Obligations within twenty (20) days after such appointment and the Authority shall post notice of any such appointment made by it to EMMA within twenty (20) days after such appointment. If the Authority shall be in default hereunder at the time of the appointment of a successor Trustee pursuant to this Section 12.14, then the Holders of a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness, excluding any Priority Subordinated Indebtedness held by or for the account of the Authority, may appoint successor Trustee who shall, immediately upon the delivery of the instrument or instruments signed and acknowledged by such Holders or by their attorneys-in-fact, supersede the successor Trustee appointed by the Authority.

If no successor Trustee shall have been so appointed and shall have accepted such appointment on or before the date ninety (90) days after the resignation, removal, incapability or other occurrence resulting in a vacancy in the office of the Trustee, the Trustee (as applicable) or any Holder may petition any court of competent jurisdiction for the appointment of a successor Trustee until a successor shall have been appointed as above provided.

Any Trustee hereafter appointed shall be a bank or trust company duly and legally authorized and empowered to exercise the corporate trust powers provided herein, and subject to

examination by federal or state authority, of good standing and having a combined capital and surplus aggregating not less than fifty million dollars ($50,000,000).

Section 12.15. Vesting of Trusts in Successor. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor 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 all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor 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 shall promptly notify all Paying Agents of its appointment as Trustee.

Section 12.16. Merger or Consolidation. Any company into which the Trustee or any other 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 the Trustee or any such 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 Trustee or such fiduciary immediately prior thereto, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to such Trustee or such fiduciary without the execution or filing of any paper or the performance of any further act.

Section 12.17. Adoption of Authentication. In case any of the Subordinated Obligations contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the Certificate of Authentication of any predecessor Trustee so authenticating such Subordinated Obligations and deliver such Subordinated Obligations so authenticated; and in case any of the said Subordinated Obligations shall have not been authenticated, any successor Trustee may authenticate such Subordinated Obligations 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 Subordinated Obligations or in this Indenture provided that the certificate of the Trustee shall have such full force.

ARTICLE XIII
EXECUTION OF INSTRUMENTS BY BONDHOLDERS AND PROOF OF OWNERSHIP OF SUBORDINATED OBLIGATIONS

Section 13.01. Execution of Instruments by Bondholders; Proof of Ownership of Subordinated Obligations. Any request, direction, consent or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument shall be sufficient for any purpose of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument, if the fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. The ownership of the Subordinated Obligations issued in registered form shall be proved by the registration books kept by the Bond Registrar under the provisions of this Indenture.

None of the provisions contained in this Article, however, shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which to it may seem sufficient. Any request or consent of the Owner of any Subordinated Obligation shall bind every future Owner of the same Subordinated Obligation in respect of anything done by the Trustee in pursuance of such request or consent whether or not such request or consent is actually known to such future Owner.

ARTICLE XIV
SUPPLEMENTAL SUBORDINATED INDENTURES

Section 14.01. Supplemental Subordinated Indentures Without Bondholder Consent. The Authority and the Trustee may, from time to time and at any time, and without the consent of the Bondholders, enter into such Issuing Instruments or Supplemental Subordinated Indentures as shall not adversely affect the interests of the Bondholders hereunder (which Supplemental Subordinated Indentures shall thereafter form a part hereof):

(a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture or in any Supplemental Subordinated Indenture, or

(b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders or the Trustee, including the pledge or commitment of Additional Revenues, or

(c) to provide for the sale, authentication and delivery of Additional Subordinated Obligations (including Refunding Subordinated Obligations) and the disposition of the proceeds from the sale thereof, in the manner and to the extent authorized by Sections 4.09 and 4.10 or Section 4.11 above, or

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Subordinated Obligations for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute, or

(e) to provide for the designation of a co-trustee who shall have the same qualifications as provided for a successor Trustee in Section 12.14 of this Indenture, or

(f) to provide for the issuance of Subordinated Obligations in the form of coupon bonds or certificated or uncertificated registered public obligations as contemplated in Section 4.03 of this Indenture, or

(g) to provide for changes suggested by a Rating Agency as necessary to secure the highest rating on the Subordinated Obligations, or

(h) to accommodate the technical, operational and structural features of Subordinated Obligations which are issued, or are proposed to be issued, or of a Program which has been authorized, or is proposed to be authorized, including, but not limited to, changes needed to accommodate commercial paper, auction bonds, swaps, variable rate or adjustable rate bonds, discounted or compound interest bonds or other forms of indebtedness which the Authority from time to time deems appropriate to incur; or

(i) to accommodate the use of a Credit Facility for specific Subordinated Obligations or a specific Series of Subordinated Obligations; or

(j) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the interest on the Subordinated Obligations that are Tax Exempt Bonds from being included in gross income for federal income tax purposes, including, without limitation, the segregation of Revenues, Net Revenues, Pledged Subordinated Revenues and Pledged Secondary Subordinated Revenues into different funds; or

(k) to make any other change or modification of the terms hereof which, in the judgment of the Authority, is not materially adverse to the rights or interests of the holders of the Subordinated Obligations.

Section 14.02. Modification of Indenture with Consent of Bondholders. Subject to the terms and provisions contained in this Section and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and the Holders of not less than a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee, as the case may be, of such Supplemental

Subordinated Indentures as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in this Indenture or in any Supplemental Subordinated Indenture; provided, however, that nothing contained herein shall permit, or be construed as permitting (a) an extension of the maturity of principal of or the interest on any Subordinated Obligation issued hereunder, or (b) a reduction in the principal amount of any Subordinated Obligation or the rate of interest thereon, or (c) the creation of a lien upon or pledge of the Pledged Subordinated Revenues ranking prior to the lien or pledge created by this Indenture for the Priority Subordinated Indebtedness or any change in the terms of this Indenture that adversely affects the lien on the Pledged Subordinated Revenues created hereby in any material respect, or the creation of a lien upon or pledge of the Pledged Secondary Subordinated Revenues ranking prior to the lien or pledge created by this Indenture for the Secondary Subordinated Obligations or any change in the terms of this Indenture that adversely affects the lien on the Pledged Secondary Subordinated Revenues created hereby in any material respect, or (d) a preference or priority of any Subordinated Obligation or Subordinated Obligations of one lien over any other Subordinated Obligation or Subordinated Obligations of the same lien, or (e) a reduction in the amount of the Subordinated Obligations required for consent to such Supplemental Subordinated Indenture. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the execution of any Issuing Instrument or Supplemental Subordinated Indenture as authorized in Section 14.01 of this Article.

If at any time the Authority shall request the Trustee to enter into any Supplemental Subordinated Indenture for any of the purposes of this Section 14.02, then the Trustee shall cause notice of the proposed execution of such Supplemental Subordinated Indenture to be filed with EMMA and mailed, postage prepaid, to all Holders of Subordinated Obligations then Outstanding at their addresses as they appear on the registration books and the Authority shall reimburse the Trustee for all reasonable expenses incurred by it in connection therewith. Such notice shall briefly set forth the nature of the proposed Supplemental Subordinated Indenture, and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondholders. To the extent the Holders have authorized communication of such notices by other format (e.g., electronic or otherwise) such format may be used in lieu of mailing such notice.

Whenever the Authority shall deliver to the Trustee an instrument or instruments purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and the Holders of not less than a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness, which instrument or instruments shall refer to the proposed Supplemental Subordinated Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form which accompanied such notice to the Owners of the Subordinated Obligations, or otherwise referred to in such notice as on file with the Trustee, thereupon, the Trustee may execute such Supplemental Subordinated Indenture in substantially such form, without liability or responsibility to any Bondholder, whether or not such Bondholder shall have consented thereto. The foregoing notwithstanding, consent to amendments to this Indenture or any Supplemental Subordinated Indenture may be obtained from Holders of any Series of Subordinated Obligations upon the issuance thereof by inclusion in such Subordinated Obligations and the offering document, if any, relating to such Subordinated Obligations, of a statement to the effect that by acceptance thereof such Holders shall be deemed to have

consented to such amendments, without the requirement of any separate written consent from such Holders. Notwithstanding any other provision of this Section 14.02, to the extent permitted by law, at the time of issuance or remarketing of the Subordinated Obligations under this Indenture, a broker, dealer or municipal securities dealer, serving as underwriter or remarketing agent for such Subordinated Obligations, or as agent for or in lieu of Bondholders of the Subordinated Obligations, may provide consent to amendments to this Indenture pursuant to this Section 14.02. Credit Providers may also provide consent to the extent permitted under Section 16.08 hereof.

If the Holders of not less than a majority in aggregate principal amount of the Outstanding Priority Subordinated Indebtedness and a majority in aggregate principal amount of the Outstanding Secondary Subordinated Indebtedness at the time of the execution of such Supplemental Subordinated Indenture shall have consented to and approved the execution thereof as herein provided, no Bondholder shall have any right to object to the execution of such Supplemental Subordinated Indenture or to object to any of the terms and provisions contained therein or in the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof.

Upon the execution of any Supplemental Subordinated Indenture pursuant to the provisions of this Section 14.02, this Indenture shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Indenture of the Authority and the Trustee and the Holders of all Subordinated Obligations then Outstanding, shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such modifications and amendments.

Notwithstanding the foregoing, a Supplemental Subordinated Indenture that only affects the Priority Subordinated Indebtedness or the Secondary Subordinated Indebtedness, or any Series thereof, may be adopted if the Holders of not less than a majority in aggregate principal amount of the Outstanding affected Subordinated Obligations consent to such Supplemental Subordinated Indenture in the manner provided above.

Section 14.03. Supplemental Subordinated Indenture Deemed Part of this Indenture. The Trustee is authorized to join with the Authority in the execution of any such Supplemental Subordinated Indenture and to make the further agreements and stipulations which may be contained therein. Any Supplemental Subordinated Indenture executed in accordance with the provisions of this Article shall thereafter form a part of this Indenture and all of the terms and conditions contained in any such Supplemental Subordinated Indenture as to any provisions authorized to be contained therein shall be and shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes. In case of the execution and delivery of any Supplemental Subordinated Indenture, express reference may be made thereto in the text of any Subordinated Obligations issued thereafter, if deemed necessary or desirable by the Trustee or the Authority.

Section 14.04. Discretion of Trustee in Executing Supplemental Subordinated Indentures. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of Bond Counsel as conclusive evidence that any such proposed

Supplemental Subordinated Indenture does or does not comply with the provisions of this Indenture, that such action will not, in and of itself, cause the interest on Subordinated Obligations (other than Taxable Bonds) to be included in gross income of the holders thereof for federal income tax purposes, and that it is or is not proper for the Trustee, under the provisions of this Article, to join in the execution of such Supplemental Subordinated Indenture. Subject to the foregoing, the Trustee shall approve such Supplemental Subordinated Indentures provided that its duties and obligations thereunder are no greater than its duties and obligations which already exist under this Indenture, unless it shall agree to such additional duties in its consent.

ARTICLE XV
DEFEASANCE

Section 15.01. Release of Indenture. If, at any time after the date of this Indenture (a) the Subordinated Obligations secured hereby or any Series or all or any portion of one or more maturities thereof, shall have become due and payable in accordance with their terms or otherwise as provided in this Indenture, or such Subordinated Obligations shall have been duly called for redemption, or the Authority gives the Trustee irrevocable instructions concerning the payment of the principal, interest and redemption premium, if any, on such Subordinated Obligations at maturity or at any earlier redemption date scheduled by the Authority, or any combination thereof, (b) the whole amount of the principal, premium, if any, and the interest so due and payable upon all of such Subordinated Obligations, at maturity or upon redemption, shall be paid, or sufficient moneys shall be held by the Trustee under this Indenture (whether or not in any funds or accounts created hereby) or by an Authorized Depositary acting as an escrow agent, in irrevocable trust for the benefit of the Holders of such Subordinated Obligations, which, when invested in non-callable Defeasance Obligations maturing not later than the maturity dates of such principal, interest and redemption premium, if any, will, together with the income realized on such investments, be sufficient to pay all such principal and interest and redemption premium, if any, on said Subordinated Obligations at the maturity thereof or the date upon which such Subordinated Obligations are to be called for redemption prior to maturity, (c) provisions shall also be made for paying all other sums payable hereunder by the Authority with respect to the Subordinated Obligations to be defeased, and (d) the Trustee shall have received an opinion of Bond Counsel to the effect that all conditions precedent to a release of this Indenture pursuant to this Section 15.01 with respect to the Subordinated Obligations to be defeased have been complied with and that such release will not, in and of itself, cause the interest on the Subordinated Obligations to be defeased or any other Subordinated Obligations that thereafter remain Outstanding (that are not Taxable Bonds) to be included in gross income of the holders thereof for federal income tax purposes, then, and only in that case, the right, title and interest of the Trustee hereunder and the pledge of and lien on the Pledged Subordinated Revenues or Pledged Secondary Subordinated Revenues, as applicable, and all other pledges and liens created hereby and thereby or pursuant thereto, shall, with respect to such Subordinated Obligations, thereupon cease, determine and become void, and if such conditions have been satisfied with respect to all Subordinated Obligations Outstanding hereunder, the Trustee in such case, on demand of the Authority, shall release this Indenture and shall execute such documents to evidence such release as may be reasonably required by the Authority, and shall turn over to the Authority, any surplus in any account in the Subordinated Debt Service Funds and Subordinated Debt Service Reserve Funds and all balances remaining in any other funds or accounts created by this Indenture other than moneys held in the Rebate Fund

or held for redemption or payment of Subordinated Obligations and to pay all other sums payable by the Authority hereunder; otherwise this Indenture, shall be, continue and remain in full force and effect.

For the purposes of this Section 15.01, the amount of interest to accrue on Variable Rate Indebtedness to maturity or redemption shall be determined by assuming interest thereon will accrue at the maximum rate of interest such Variable Rate Indebtedness may bear pursuant to its Issuing Instrument, or the maximum rate permitted by law if such Issuing Instrument provides no maximum rate of interest.

Notwithstanding any other provision of this Indenture, including in particular this Section 15.01, the obligation to pay over the Rebate Amount to the United States and to comply with all other requirements of Section 8.09 and Section 9.03 shall survive the defeasance or payment in full of the Subordinated Obligations to the extent necessary to preserve the exclusion of interest on such Subordinated Obligations which are issued as Tax Exempt Bonds from gross income for federal income tax purposes.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

Section 16.01. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Indenture to be given to or filed with the Bondholders, the Authority, or the Trustee shall be in writing and shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when sent by registered mail, return receipt requested (or such other format as may be consented to or requested by such parties from time to time in writing):

To the Bondholders, addressed to their addresses as they appear on the registration books provided for in this Indenture or if such Subordinated Obligations are not registered, by publication through EMMA in the manner described in Section 6.01.

To the Authority, addressed to:

Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

Attention: Executive Director

To the Trustee, addressed to or at its designated trust office:

U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, Florida 32801

Attention: Corporate Trust Department

All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession, subject at all reasonable times to the inspection by the Authority and any Bondholder, and the agents and representatives thereof.

Section 16.02. No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners of the Subordinated Obligations issued under and secured by this Indenture, any right, remedy or claim, legal or equitable, under or by reason of this Indenture or any provision hereof, this Indenture and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners from time to time of the Subordinated Obligations issued hereunder.

Section 16.03. Effect of Partial Invalidity. In case any one or more of the provisions of this Indenture or of the Subordinated Obligations issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Indenture or of said Subordinated Obligations, but this Indenture and said Subordinated Obligations shall be construed and enforced as if such illegal and invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Subordinated Obligations or in this Indenture shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the parties thereto to the extent permitted by law.

Section 16.04. Members of Authority Not Liable. All covenants, stipulations, obligations and agreements of the Authority contained in this Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized by the Act and provided by the Constitution and laws of the State. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, member, agent or employee of the Authority or the City in his individual capacity, and neither the members of the Board of the Authority or the City Council of the City or agents or employees of the Authority or the City nor any official executing the Subordinated Obligations shall be liable personally on the Subordinated Obligations or under this Indenture.

Section 16.05. Binding Effect; Controlling Law. This Indenture shall inure to the benefit of and shall be binding upon the Authority, the Trustee, the Bondholders and each of their respective successors and assigns, and shall be governed by and construed in accordance with the laws of the State.

Section 16.06. Counterparts. This Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and all such counterparts shall constitute but one and the same instrument.

Section 16.07. Headings Not Part of Indenture. Any heading preceding the text of the several Articles hereof shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

Section 16.08. Credit Providers. If a Credit Facility is provided for a Series of Subordinated Obligations or for specific Subordinated Obligations, the Authority may in the Issuing Instrument under which such Subordinated Obligations are issued, provide any or all of the following rights to the Credit Provider as the Authority shall deem to be appropriate:

(a) the right to make requests of, direct or consent to the actions of the Trustee or to otherwise direct proceedings all as provided in Article XI of this Indenture to the same extent and in place of the Owners of the Subordinated Obligations which are secured by the Credit Facility and for such purposes the Credit Provider shall be deemed to be the Holder of such Subordinated Obligations;

(b) the right to act in place of the Owners of the Subordinated Obligations which are secured by the Credit Facility for purposes of removing a Trustee or appointing a Trustee under Article XII hereof; and

(c) the right to consent to Supplemental Subordinated Indentures to the same extent and in place of the Holders of the Subordinated Obligations, which require the consent of the Holders of not less than a majority of the aggregate Principal Amount of the Outstanding Subordinated Obligations, entered into pursuant to Section 14.02 of this Indenture to the same extent and in place of the Holders of the Subordinated Obligations which are secured by the Credit Facility and for such purposes the Credit Provider shall be deemed to be the Holder of such Subordinated Obligations.

The rights granted to any such Credit Provider, with respect to the provisions of Article XI and XII hereof shall be disregarded and be of no effect if the Credit Provider is in default of its payment obligations under its Credit Facility.

[Signature page follows]

IN WITNESS WHEREOF, the Greater Orlando Aviation Authority has caused this Indenture to be executed by its Chairman, and the seal of said Authority to be impressed hereon and attested by the Secretary of the Authority, and U.S. Bank National Association, has caused this Indenture to be executed in its behalf, as Trustee, and attested, all as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

(Seal)

By _____
Chairman

ATTEST:

ASST _____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____

ATTEST:

By _____

IN WITNESS WHEREOF, the Greater Orlando Aviation Authority has caused this Indenture to be executed by its Chairman, and the seal of said Authority to be impressed hereon and attested by the Secretary of the Authority, and U.S. Bank National Association, has caused this Indenture to be executed in its behalf, as Trustee, and attested, all as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

(Seal)

By _____
Chairman

ATTEST:

_____
Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By _____

ATTEST:

By _____

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APPENDIX A
DEFINED TERMS INCORPORATED FROM BOND RESOLUTION

The following terms shall have the meaning in this Indenture as set forth in the Bond Resolution, as amended from time to time. The definitions provided below are merely for convenience, and in the event of any inconsistency between these definitions and the definitions set forth in the Bond Resolution, the Bond Resolution shall prevail. The Authority may replace this Appendix A at any time and from time to time to reflect amendments to the Bond Resolution without complying with the provisions of Article XIV hereof. Subject to Section 10.02 of this Indenture, when any such term is amended in the Bond Resolution, the meaning of such term in this Indenture shall be immediately amended as well. References to Sections and the term "herein," "hereof" and the like in this Appendix refer to the Bond Resolution.

"Act" means the Greater Orlando Aviation Authority Act, Chapter 57-1658, Special Laws of Florida 1957, as amended.

"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 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 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 provider having in effect a bond insurance policy insuring, or other credit enhancement securing, payment of any Bonds outstanding hereunder. 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.

"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.

"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 during such period and (ii) the amount of any other future income or revenue source not then included in the definition of "Revenues" and 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 the functional provisions for the receipt, deposit and application of such source of income or revenue substantially similar to what is current 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.

"City" means the City of Orlando, Florida, a municipal corporation in the County of Orange, State of Florida.

"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 Bond Resolution prior to commencement of operation of such Additional Project, amounts, if any, required by the Bond Resolution to be paid into any Fund or Account established under the Bond 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.

"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 thereon.

"Discretionary Fund" means the Airport Facilities Discretionary Fund established by Section 402.

"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.

"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, 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; and

(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.

"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 expense, depreciation expense, or any other operation or maintenance expense funded by Special Purpose Facility Debt of 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.

"Passenger Facility Charges" or "PFCs" 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 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).

"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 Statistical Ratings Organization.

"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 lawfully available for the

payment of debt service with respect to 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;

(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";

(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.

"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.

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APPENDIX D

RATE RESOLUTION AND FORM OF REVENUE SHARING AGREEMENT

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THIRD AMENDED AND RESTATED 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

September 18, 2024
to be effective October 1, 2024

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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 with the City of Orlando, City Document No. 13260-1, as amended by that certain Amended and Restated Operation and Use Agreement dated August 31, 2015, 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, taxi lanes, control towers, other airport-related facilities operated and maintained by the FAA or any other federal agency, landing and navigational aids, fire and crash rescue support facilities, service roads, fencing, buffer areas, fuel farm, fuel hydrant and delivery

systems, clear zones, avigation or other easements, access roadways, perimeter roads, runways, a fully integrated taxiway system, runway and taxiway lights, noise monitoring/mitigation program costs, and other appurtenances related to the aeronautical use of the Airport, including any property purchased for noise mitigation purposes, as may be designated, modified, and expanded from time to time by the Authority in its reasonable discretion.

1.3 Airline shall mean any air carrier or foreign air carrier, as defined in 49 U.S.C. §40102, as amended, operating an Air Transportation Business from time to time at the Airport.

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 Fees 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, O&M Expenses, Operating Reserves and Amortization, (b) may include Debt Service Coverage, as set forth in the Rate Methodology, but (c) shall not include the acquisition cost of items purchased by the Authority with PFCs, 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 Committed Premises assigned in connection with a Letter of Authorization. The use or occupancy of premises at the Airport that are not in the Terminal or on the Terminal Apron (e.g. hangers), and that are 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 allocated annualized cost of capital assets and projects (including renewal and replacement projects and other expenditures and may include debt prepayments to the extent not included as Debt Service, in the discretion of the Authority) funded with Authority funds, amortized over the reasonably expected life of the respective asset, project or expenditure, and charged, with an imputed interest rate if, and in the amount, set forth in the Rate Methodology, 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 areas or equipment having separately calculated Rates and Charges (e.g. the FIS or the Airline Equipment Expenses).

1.12 Annual Access Gate shall mean rights to access Gates included as part of an Airline's Committed Premises, including Priority Access Gates, as such rights are described herein and in the Authority's Policies and Procedures.

1.13 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.

1.14 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.

1.15 Authority's Terminal Administrative Space shall mean the Authority's administrative offices, public meeting space (e.g. boardrooms and conference rooms), communications centers, and control centers located in the Terminal, as designated by the Authority from time to time and included in the Terminal Cost Center for purposes of calculating the Terminal Rental Rate, but allocated for cost recovery purposes across various Cost Centers in accordance with the Rate Methodology.

1.16 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 Chief Executive Officer or the Chief Executive Officer'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.

1.17 Baggage System shall mean the Airport space, facilities, equipment, and services used to process passenger bags from the time a bag is delivered from an outbound passenger to an Airline, the Authority, or any of their representatives or contractors until it is loaded on an aircraft and then from the time a bag is removed from an aircraft until it is claimed by, or delivered to, the inbound passenger, including the in-line baggage handling system, bag claim, bag drop off, the tug road, operations and equipment for the transportation of baggage to and

from remote (Non-Terminal) locations, and any remote (non-Terminal) screening facilities and equipment, but excluding bag make-up; provided that, to the extent the Rate Methodology calculates Rates and Charges for the Baggage System in the North Terminal separately from the Baggage System in the South Terminal, Baggage System shall be deemed to apply to either the North Terminal, the South Terminal, or both Terminals, as the context requires.

1.18 Baggage System Fees shall mean charges payable by the Airlines for use of the Baggage System, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.19 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 September 16, 2015 with an effective date of May 1, 2017, 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.

1.20 Bonds shall mean the Airport Facilities Revenue Bonds issued by the Authority pursuant to the Bond Resolution.

1.21 Caterer shall mean a third party provider of food and/or beverages to planes for in-flight consumption or to an Airline for service to passengers or persons other than such Airline's employees, including in club rooms, lounges or cafeterias.

1.22 Chief Executive Officer shall mean the Chief Executive Officer 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 Chief Executive Officer or applicable law to act for the Chief Executive Officer with respect to any or all matters pertaining to the operation of the Airport.

1.23 City shall mean the City of Orlando, Florida.

1.24 Committed 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 at a cost charged on a per period rate, as opposed to being charged on an activity basis, including Exclusive Use Premises, Preferential Use Premises, and Annual Access Gates.

1.25 Common Use Premises shall mean Airline Premises, other than Committed 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, Baggage System Fees, Security Screening Checkpoint Fee, or Common Use South Ticketing Area 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.

1.26 Common Use South Ticketing Area Charges shall mean charges payable by the Airlines for use of the South Ticketing Area, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.27 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, O&M Expenses, Operating Reserves, Amortization, Debt Service, and Debt Service Coverage, and for calculating Rates and Charges.

1.28 Debt Service shall mean any principal, interest, premium, and other fees and amounts either paid (including, in the discretion of the Authority and to the extent not included as Amortization, debt prepayments) 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).

1.29 Debt Service Coverage shall mean 1.25 times the Debt Service payable by the Authority in a particular Fiscal Year with respect to Bonds, 1.10 times the Debt Service payable by the Authority in a particular Fiscal Year with respect to Subordinated Indebtedness or Other Indebtedness, and any different amount corresponding to the debt service coverage requirement set forth in the applicable governing document for such debt.

1.30 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 boards or remains on board the same aircraft operating under a different flight number than at the time it landed at the Airport.

1.31 Effective Date shall mean October 1, 2024.

1.32 Enplaned Passenger shall mean any passenger (including non-revenue passengers) 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, but does not include the flight crew for such aircraft.

1.33 Environmental Laws shall have the meaning set forth in Section 17.5(a)(i) below.

1.34 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.

1.35 FAA shall mean the Federal Aviation Administration, or its authorized successor(s).

1.36 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, the Security Screening Checkpoint, and, with respect to Airlines operating out of Committed Premises in the South Terminal, the South Ticketing Area, all of which are charged separately from a Facility

Fee), 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.

1.37 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.

1.38 FIS shall mean the Federal Inspection Services facilities located in the Terminal.

1.39 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 in accordance with the Rate Methodology.

1.40 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, federal agency offices, and any other Federal Inspection Services facilities.

1.41 Gate or Gates shall mean the areas on the secure side of the Terminal consisting of individual portals used for loading and unloading passengers to and from aircraft, and all proximate Terminal holdrooms and all appurtenant space where passengers wait for boarding through such portal.

1.42 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, transportation network companies, 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.

1.43 Hotel shall mean the hotel facility, including guest rooms, meeting rooms, restaurants and lobby areas, located in the North Terminal landside building.

1.44 Identified Affiliate shall have the meaning set forth in Section 5.3 below.

1.45 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.

1.46 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.

1.47 Maximum Gross Landed Weight shall mean the maximum gross certificated landing weight in one thousand pound units for each Revenue Landing operation at the Airport by an Airline, as certificated by the FAA or its successor.

1.48 Non-Rentable Space shall mean all (a) public stairways, hallways, corridors, tunnels, elevators, escalators, entrance-ways, lobbies and waiting 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; (b) areas used by the Orlando Police Department that are not rented; (c) FIS space, (d) the Hotel, and (e) 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 by the Authority.

1.49 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.

1.50 North Terminal shall mean the Terminals and the associated automated people movers in operation on the Effective Date, currently identified as Terminals A and B, as such facilities may be modified from time to time. The North Terminal shall not include the Hotel located in the North Terminal landside building or the Hotel entrance curbside.

1.51 Operation and Maintenance Expenses (or O&M 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 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), construction and acquisition of improvements to capital assets of the Airport, and such other current expenses of the Authority incurred in connection with the operation of the Airport. O&M 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 O&M Expenses shall be allocated by the Authority from time to time to the Cost Center to which those expenses relate or across all Cost Centers if not applicable to any particular Cost Center, as determined by the Authority.

1.52 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 Airport, including the Airfield, Terminal Apron and Terminal space, facilities and equipment.

1.53 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 Chief Executive Officer.

1.54 Operating Reserves shall mean all repair, replacement, operating, maintenance and other reserves (including the Operating Reserve Requirement) required or deemed prudent in the reasonable discretion of the Authority.

1.55 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.

1.56 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.

1.57 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.

1.58 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.

1.59 Performance Security shall have the meaning set forth in Section 7.6(a) below.

1.60 Per Turn shall mean a single inbound and outbound flight operation, and, when appropriate, either inbound or outbound portion thereof, for which an Airline uses certain Terminal space, facilities and/or equipment, other than Committed Premises.

1.61 Preferential Use Premises shall mean those portions of the Terminal, other than Annual Access Gates, assigned to an Airline pursuant to a Letter of Authorization for use and occupancy charged on a per period rate 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.

1.62 Priority Access Gate shall mean a Committed Gate that qualifies for certain enhanced occupancy rights, as such qualifications and rights are set forth in the Authority Policies and Procedures from time to time.

1.63 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.

1.64 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 from time to time, but exclusive of any projections or estimates therein or tables or other attachments thereto.

1.65 Rates and Charges shall have the meaning set forth in Section 7.1 below.

1.66 Rentable Space, with respect to the Terminal, shall mean the areas in the Terminal that are rentable to tenants, plus the Authority's Terminal Administrative Space, but specifically excluding Non-Rentable Space and Hotel space; as such rentable areas 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.

1.67 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.

1.68 Revenue Landing shall mean any aircraft landing by an Airline at the Airport for which such Airline receives revenue for either or both of the arrival or departure portions of the operation.

1.69 Revenues shall mean income received or accrued by the Authority, 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 O&M Expenses, Operating Reserves 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 (e.g. rental car 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; (1) 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.

1.70 Right Gauged Flight shall mean (a) a narrow bodied aircraft as related to a narrow body Gate included by an Airline as part of its Committed Premises, (b) a narrow bodied aircraft or a jumbo aircraft as related to a jumbo Gate included by an Airline as part of its Committed Premises, and (c) a narrow bodied aircraft, a jumbo aircraft, or a super jumbo aircraft as related to a super jumbo Gate included by an Airline as part of its Committed Premises.

1.71 Security Screening Checkpoint shall mean the space used for security screening operations, including both pre and post screening areas and queue space, as identified by the Authority from time to time.

1.72 Security Screening Checkpoint Fees shall mean charges payable by the Airlines for use of the Security Screening Checkpoint, as established from time to time by the Authority based on calculations using the Rate Methodology.

1.73 South Terminal shall mean the Terminal currently identified as Terminal C, as such facilities may be modified from time to time.

1.74 South Ticketing Area shall mean the ticket counter, queue areas and bag make up space in the South Terminal, as identified from time to time by the Authority.

1.75 Subordinated Indebtedness shall mean any bonds or other financing instrument or obligation subordinate to the Bonds, issued pursuant to any Subordinated Bond Resolution.

1.76 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.

1.77 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.

1.78 Terminal or Terminal Cost Center shall mean all passenger terminal facilities at the Airport, including all landside and airside passenger terminal facilities (North Terminal and South Terminal), central plant and related areas (including remote bag screening facilities and bag make-up space) and, to the degree appropriate, access roadways, tunnels, sidewalks and people mover systems used to access the terminals, as such may be designated, modified, and expanded from time to time by the Authority.

1.79 Terminal Aprons shall mean those areas of the Airport surrounding the Terminal that are designated by the Authority from time to time for the parking, including overnight parking and remote parking, of passenger aircraft, support vehicles and equipment, and the loading and unloading of passenger aircraft, but excluding taxi lanes for circulation.

1.80 Terminal Rental Rate shall be the amount per square foot used to determine Rates and Charges, as designated from time to time by the Authority based on calculations using the Rate Methodology.

1.81 TSA shall mean the Transportation Security Administration of the Department of Homeland Security, created under the Aviation and Transportation Security Act ("ATSA"), Public Law 107-71 of 2001, as amended, or any successor or any successor agency thereto..

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 LETTERS OF AUTHORIZATION

2.1 Effective Date. This Resolution, along with the determination of Rates and Charges set forth herein, shall be effective for the first Fiscal Year beginning on or after the Effective Date, shall supersede the Amended and Restated Resolution dated August 28, 2019 (the "Prior Rate Resolution") as of the Effective Date, and shall continue in effect until modified, amended or terminated by the Authority. The Prior Rate Resolution shall terminate and be of no further force and effect for Fiscal Years beginning on or after the Effective Date, but shall remain in effect as to Fiscal Years ending prior to the Effective Date, including for purposes of any payments, adjustments or true-ups calculated or implemented after the Effective Date, but applicable to Fiscal Years ending prior to the Effective Date.

2.2 Letters of Authorization. Any and all Letters of Authorization, including in particular the exhibits thereto, and any extensions thereof between Airlines and the Authority for the use of particular Terminal facilities at the Airport shall continue in effect in accordance with their terms, provided that Exhibit A of any Letter of Authorization shall terminate as of the date prior to the Effective Date absent a written extension signed by Airline extending Exhibit A through the end of the revised Rate and Revenue Sharing Agreement period starting on the Effective Date.

ARTICLE 3
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.

ARTICLE 4
TERMINAL PREMISES

4.1 Terminal Space Assignments.

Airlines shall use such Terminal space, facilities and equipment (e.g. Gates, 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 and estimation by the Authority of such Airline's anticipated space, facilities and equipment needs.

4.2 Gate Assignments

(a) Subject to the Authority Policies and Procedures relating to Gate assignment and usage, an Airline that includes a Gate as part of its Committed Premises will receive occupancy and use of a Gate and corresponding Terminal Apron, as assigned from time to time by the Authority, but will not receive preferential occupancy and use of any particular Gate. Airlines may qualify for certain enhanced occupancy rights for Gates that qualify as a Priority Access Gate.

(b) All Right Gauged Flights of an Airline that has included one Gate as part of its Committed Premises shall be considered to have used, and shall be charged as if it used, a single Gate as part of its Committed Premises, even if such Right Gauged Flights are assigned by the Authority to different Gates, but only if such Right Gauged Flights using different Gates do not have overlapping dwell times (i.e., such flights could have used the same Gate if they were assigned by the Authority to the same Gate). If any flights of an Airline that has included one Gate as part of its Committed Premises have overlapping dwell times, only one of such flights, provided it is a Right Gauged Flight, shall be deemed to have used, and shall be charged as if it used, a Gate as part of its Committed Premises, and the other overlapping flights shall be charged a Facility Fee for use of a Gate on a Per Turn basis. Likewise, all Right Gauged Flights of an Airline that includes more than one Gate as part of its Committed Premises, up to the corresponding number of Right Gauged Flights with overlapping dwell times, shall be charged as if such Right Gauged Flights used Gates as part of its Committed Premises, with any number of flights having overlapping dwells times in excess of the number of Gates included as part of an Airline's Committed Premises being charged a Facility Fee for use of such Gates on a Per Turn basis. For example, if an Airline has included five (5) Gates as part of its Committed Premises, all Right Gauged Flights operated at the Airport each day shall be deemed to have used, and shall be charged as if it used, the five (5) Gates included as its Committed Premises, regardless of the number or location of actual Gates used due to Authority assignment; provided, however, that if more than five (5) Right Gauged Flights have overlapping dwell times at any point during the day (e.g. at 9:00 a.m., the Airline has seven aircraft occupying Gates) the excess flights (numbers 6 and 7 in our example) shall not be deemed to have used, and shall not be charged as if it used, Committed Premises; but shall be charged a Facility Fee for use of such sixth and seventh Gates on a Per Turn basis. All flights of an Airline that are not Right Gauged Flights shall not be deemed to have used, and shall not be charged as if it used, Committed Premises; but shall be charged a Facility Fee for use of a Gate on a Per Turn basis.

(c) Dwell time and excess dwell time charges shall apply to all Gates used by an Airline, including Gates included as part of an Airline's Committed Premises, as set forth in the Authority Policies and Procedures. Overnight parking locations at Gates shall be assigned by the Authority, with Airlines that have included a Gate as part of its Committed Premises entitled, at no additional cost, to one assigned overnight parking location at a Gate or a remote overnight location for each 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 a Gate shall be established from time to time by Authority Policies and Procedures.

4.3 Use and Occupancy of Terminal Premises.

(a) At such time as (i) the Airline Premises are, in the reasonable discretion of the Chief Executive Officer, 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 (ii) use of the Airline Premises exceeds the legal capacity for such space, facilities or equipment, then in either such event, the Authority shall be entitled to assign and charge to such Airline on a Per Turn basis additional space, facilities or equipment actually used by such Airline, on a retroactive basis, or reasonably sufficient for such Airline's needs, on a prospective basis. Alternatively, such Airline may commit to occupy and use such space, facilities or equipment in accordance with a Letter of Authorization.

(b) 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.

(c) The Authority may from time to time (i) make changes in the Airport boundaries, the categories of space (e.g. Non-Rentable 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. If any such event impacts the Rentable Space or configuration of the particular Committed Premises assigned to an Airline, the Authority may, in its reasonable discretion, amend any applicable Letters of Authorization, or exhibits thereto, to reflect such changes in Committed Premises, and, upon notice to the affected Airline, such amended Letter of Authorization or exhibits shall replace any prior Letter of Authorization or exhibits; provided, however, that Rates and Charges for any resulting changes in Committed Premises hereunder may not be increased by any material amount (e.g. 15% or greater) without the agreement of the affected Airline.

(d) 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.

4.4 Letters of Authorization and Committed Premises.

(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 designating Gates as Committed 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 or the Chief Executive Officer, 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) If an Airline has a Priority Access Gate, the Authority may assign to another Airline the right to use or occupy such Priority Access Gate only in the circumstances described in the Authority Policies and Procedures. An Airline with a Priority Access Gate shall not be entitled to be paid or receive credit for any Rates and Charges or other fees paid by the other Airline using its Priority Access Gate.

(d) Letters of Authorization may not be signed for, and Committed Premises may not include, any portion of the Baggage System or the South Ticketing Area, 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 and South Ticketing Area in accordance with the Baggage System Fees and Common Use South Ticketing Area Charges.

4.5 Transfer of Operations.

(a) The Authority may at any time, and from time to time, assign to an Airline (i) Gates not included as part of the Airline's Committed Premises and (ii) Annual Access Gates (other than Priority Access Gates) as set forth in Section 4.2(a) above. The Authority may at any time, and from time to time, permanently relocate an Airline's Priority Access Gates or Exclusive Use Premises to alternative Terminal locations and facilities if the Authority determines that such relocation is required (1) to accommodate a new Airline, (2) to make available sufficient contiguous space to accommodate the expansion or growth of another Airline, (3) as a result of the destruction of Priority Access Gates or Exclusive Use Premises as described in Section 10.2 or 10.3 below, or (4) to utilize Airport Terminal facilities in a fair and efficient manner, including new and

expanded facilities, such as the South Terminal; provided that (A) the Authority will provide any affected Airline at least ninety (90) days advance notice of such relocation, except that shorter notice may be provided when circumstances dictate (e.g. an emergency situation), and (B) except as described below, in the event an Airline's Exclusive Use Premises are relocated to a different Terminal airside as the Airline's then current Exclusive Use Premises, the Authority will reimburse the reasonable out of pocket costs incurred by such Airline to build out the relocated space (including, without limitation, all installation costs). The Authority will use commercially reasonable efforts, but is not required, to cause the alternative Priority Access Gates or Exclusive Use Premises to be comparable in square footage, quality, appearance, layout or appointments to the Airline Premises being vacated. The Authority shall have no obligation to reimburse an Airline for costs incurred by such Airline to relocate such Airline, 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. A relocated Airline may install in its Priority Access Gates and Exclusive Use Premises in such relocated space, its own equipment, subject to the Authority Policies and Procedures, at a time reasonably determined by the Authority to satisfy construction schedules, which time will not be less than forty five (45) days prior to the estimated move date. Such Airline shall begin its operations from any relocated space on the move date, unless otherwise directed by the Authority.

(b) The Authority may at any time, and from time to time, temporarily relocate an Airline's Priority Access Gates or Exclusive Use Premises to alternative Terminal locations and facilities to accommodate any damage to such Airline Premises as described in Section 10.2 below or any Authority construction or renovation project affecting the use of such Committed Premises; provided, that (1) the Authority will provide any affected Airline, to the extent possible, at least sixty (60) days advance notice of such relocation, and (2) in the event an Airline's Exclusive Use Premises are relocated to a different Terminal airside as the Airline's then current Exclusive Use Premises, the Authority will reimburse the reasonable out of pocket costs incurred by such Airline to build out the relocated space and to return to the renovated or repaired Airline Premises; provided the damage prompting such relocation was not caused by, or the responsibility of, Airline.

(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 Exclusive Use Premises or Preferential Use Premises assigned under a Letter of Authorization. If an Airline's cost of Exclusive Use Premises increases by a material

amount (i.e. 15% or more) as a result of an unrequested relocation of Exclusive Use Premises, such Airline may, within thirty (30) days after such relocation, terminate the portion of the Letter of Authorization relating to such new Exclusive Use Premises.

(e) No Airline shall have any continuing use or occupancy rights in any assigned Airline Premises, other than Priority Access Gates and Exclusive Use Premises 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, without any obligation to Airline.

(f) In addition to the reimbursement obligation described above, the Authority may choose, in its exclusive discretion, in unusual or extraordinary circumstances, to reimburse all or a portion of the reasonable out-of-pocket relocation costs incurred by an Airline in connection with the relocation of Airline Premises other than Exclusive Use Premises.

(g) The Authority may satisfy any payment obligation described in this Section 4, in its exclusive discretion, by having the Airline pay all relocation expenses and then reimbursing such Airline for reimbursable expenses incurred by such Airline out of, and as a reduction to, Net Shared Revenues as defined in the Rate and Revenue Sharing Agreement.

4.6 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, Non-Rentable Space, the Airfield 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 subject 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 Airlines 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 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 (including radio frequency identification ("RFID") devices and beacons), company telephone system, computer, meteorological and aerial navigation equipment as may be necessary or convenient for the operation of an Airline's Air Transportation Business; provided, however, that (i) such installations and the subsequent use of such equipment shall be subject to applicable law, regulation, Section 5.2(g) below and the Authority Policies and Procedures, (ii) the location of all such equipment shall be determined by the Authority in its exclusive discretion, (iii) the Authority's telephone system must be used in all locations other than Exclusive Use Premises, and (iv) 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 Priority Access Gate and, with the Authority's consent, Preferential Use 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 Chief Executive Officer 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 and Priority Access Gates, 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 and Priority Access Gates 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 Article 9.

(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's 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, 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 or paid invitees in such Committed Premises, subject to the payment to the Authority of a percentage of sales (including access fees) 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. Any Airline providing services to another Airline shall provide notice thereof to the Authority in advance of commencing such services.

(q) An Airline may only enter into revenue generating agreements, such as for advertising or sponsorship, 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 herein or by the Authority in writing.

(b) Airlines shall not knowingly interfere or permit interference by its employees, 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, or in combination with other acts or failures of the Airline, 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 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 at an Airline's Priority Access Gate or Preferential Use Premises shall not promote competing Airlines, power poles will only be installed in holdrooms assigned to an Airline as a Priority Access Gate 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 business center and other amenities in any part of the Terminal, excluding Exclusive Use Premises. The Authority shall be entitled to access Airline Premises to install or service power poles, vending machines and other 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 all Airline 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") shall be treated for calculating Rates and Charges for Committed Premises as described in Section 4.2(b) above as one and the same as the Airline, provided the Identified Affiliate shall remain responsible to 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, at its exclusive option, 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 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. Any failure of an Airline or its 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, and except with respect to a Caterer (whose services are not exempt from charges except as may be set forth in the Authority Policies and Procedures or a specific contractual arrangement with the Authority), 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 its Airline Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area or any other secure area of the Airport. Each Airline shall also take such security precautions, with respect to its 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 with respect to its Airline Premises or assigned Terminal Apron space 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 each Airline shall promptly remove any such equipment.

(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%).

(g) Each Airline must comply with all applicable laws and regulations, including, without limitation, 14 CFR 382, including rules requiring an Airline to provide accessible boarding assistance for passengers with disabilities.

6.3 Failure of Utilities. The Authority shall make diligent efforts to supply Airline with utility services as provided herein, but if the Authority is not able to provide such utility services, such failure shall not constitute a constructive eviction. Further, the Authority shall not be liable to Airline in damages, or for any reduction in Airline Rates and Charges, or otherwise, for the interruption of utility services (including heating, ventilation or air conditioning) (i) to the extent any utility shall become unavailable from any public utility company, public authority, or any other person or entity supplying or distributing such utility, or (ii) for any interruption in any service hereunder (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements, or (iii) which results from any cause beyond the reasonable control of the Authority. In no event shall the Authority be responsible to Airline for indirect or consequential damages.

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 all 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 Preferential Use Premises and Exclusive Use Premises, Facility Fees, FIS Fees, Airline Equipment Fees, Apron Use Fees, Common Use South Ticketing Area Charges, Security Screening Checkpoint Fees, and Baggage System Fees. 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 in accordance with the terms hereof or the Authority's Policies and Procedures, 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 and calculated using the Rate Methodology are 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. Debt Service, Debt Service Coverage, O&M Expenses, Operating Reserves and Amortization may be included in the Rates and Charges for any Fiscal Year in which the facility or equipment to which such relates comes into service, and for each Fiscal Year thereafter.

(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, minus any amounts that may be otherwise owed to the Authority by 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; provided, however, that any such offset shall not eliminate Airline's right to object to the Authority's determination of the amount owed by Airline.

(d) Rates and Charges for Committed Premises are based on the Terminal Rental Rates for such Committed Premises, regardless of an Airline's frequency or volume of use of such Committed Premises (e.g. one monthly charge for a Gate 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 certain Common Use Premises, such as a Gate). All Rates and Charges shall be determined in accordance with the Rate Methodology, or as described herein (e.g. see Section 7.3 below).

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, 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 or mechanical lifts.

(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 any property of the Authority or any improvements thereon or a direct liability on the part of the Authority. The Authority agrees to promptly 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 Procedures.

7.4 Information to be Supplied by Airlines.

(a) Each Airline shall provide the Authority with such information and written or electronic reports describing activity conducted by such Airline and its

Identified Affiliates at the Airport, as is requested by the Authority from time to time as being helpful or necessary for the smooth operation of the Airport or to calculate Rates and Charges, in the Authority's exclusive discretion. Such activity reporting shall be submitted at such times as requested by the Authority and on forms or in a format provided or approved by the Authority from time to time, and may include, but not be limited to, real time "type-B messages", AHM 583 Loadmessages, movement messages, revenue and non-revenue Enplaned Passengers and Deplaned Passengers (in total, by Terminal and/or by flight), pounds of cargo and mail, Revenue Landings by aircraft type, number of incoming passenger bags delivered from airplanes to passengers using any part of the 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 information and activity reports provided by Airline 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 and/or shall be entitled to approximate such activity information using any sources or methods deemed reasonable by the Authority (e.g. using aircraft seats as a proxy for passenger information), 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 and methods, 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. In the event an Airline fails or refuses to timely deliver or make available to the Authority any requested information or reports, the Airline shall be subject to any consequences set forth herein, in the Authority Policies and Procedures or a Rate and Revenue Agreement.

(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 14 CFR 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 (other than an Airline's cost to prepare, maintain and deliver access to such records, and the expenses referenced in the immediately preceding sentence) 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 Chief Executive Officer or designee on or before each March 1 and October 1 a projected flight schedule for Airline flights to and from the Airport for the upcoming season, as described in the Authority Policies and Procedures; and (ii) notify the Chief Executive Officer 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 and Common Use South Ticketing Area Charges based on operations out of 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 Baggage System Fees, Common Use South Ticketing Area Charges not based on operations out of Committed Premises, Security Screening Checkpoint Fees, 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 (15^{th}) 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) The Authority shall estimate Rates and Charges that are based on Airline activity using the sources and methods permitted in Section 7.4(b) above, or, if the Authority is not comfortable with the reliability of such sources and methods in its exclusive discretion, Rates and Charges may be based on the highest month of the previous twelve (12) month's activity reported by the Airline or any other reasonable basis. The Authority may issue an invoice to Airline based on such activity estimates. 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, as applicable, 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) operated

regularly scheduled flights to and from the Airport during the eighteen (18) months prior to the Effective Date without the occurrence of any Event of Default 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 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 Fees. The number of square feet of holdroom space assigned to an Airline under a Letter of Authorization shall, for purposes of calculating the Terminal Rental 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 narrow body equivalent Gates in the Airport, times a Jumbo or Super Jumbo factor if such is elected by Airline, with all calculations as described in the Rate Methodology. For purposes of calculating Gate holdroom charges, Airline Equipment Fees and other Rates and Charges, the number of operational Gates in the Airport, from time to time, 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, subject to any consultation requirements imposed by applicable law, 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 Chief Executive Officer 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. 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 at its Priority Access Gates as such Airline deems to be necessary for its operations; provided, however, that the plans and specifications, location, and, in the Chief Executive Officer's exclusive discretion, construction schedule for such improvements shall be approved by the Chief Executive Officer 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, including the 2010 ADA Standards for Accessible Design, 49 CFR Section 27, and any successor laws and regulations.

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, in the absence of the Authority making alternative Committed Premises available to Airline, 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 the Letter of Authorization applicable to the damaged Committed Premises; provided, however, that Airline shall not be charged more for alternative space than was rendered untenable in accordance with this Section unless and until such temporary alternative space shall be assigned to Airline by the Authority as Airline's permanent Committed Premises.

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 untenantable

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 such premises or facilities; provided, however, the Authority shall be under no obligation to replace or reconstruct such premises or facilities. The Rates and Charges payable hereunder with respect to affected Committed Premises shall be paid up to the time of such damage and, in the absence of the Authority making alternative Committed Premises available to Airline, 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 applicable to the damaged Committed Premises; provided, however, that Airline shall not be charged more for alternative space than was rendered untenable in accordance with this Section unless and until Airline and Authority agree that such temporary alternative space shall become Airline's permanent Committed Premises pursuant to Section 4.4(b)(i).

(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)(i) 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 and shall pay any other costs incurred by Authority as a result of such damage or destruction, such as the costs of relocating other Airlines. 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 similar 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. 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 this Resolution or 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 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, in 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. The Airline liability/commercial general liability primary and excess coverage insurance policies shall be endorsed to name the Authority, the City of Orlando, members of their governing body, and their officers, volunteers, and employees as Additional Insureds. 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 conduct 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) Except to the extent updated or modified by the Authority's Policies and Procedures, 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 & Property Damage Liability	$200,000,000 Each Occurrence & Aggregate, with no less than $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 Each Occurrence & Aggregate, with no less than $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

(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 Events. The occurrence of any of the following with respect to the applicable Airline shall be an event of default hereunder ("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 rights under this Resolution, a Letter of Authorization or Operating Permit 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 (i) take the benefit of any present or future insolvency statute, (ii) shall make a general assignment for the benefit of creditors, or (iii) 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.

(k) The breach by an Airline of any Rate and Revenue Sharing Agreement to which the Airline is a party.

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; provided, however, that Airline shall remain liable for damages to the Authority arising out of the breach of such Letters of Authorization or Operating Permit without regard to such 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 attorneys' 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 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 or caused by Airline, 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 and the surrender of such Committed Premises 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 surrender of 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, 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, and at least in substantially the same condition as such Airline Premises was delivered to Airline, 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; (iii) be sold at public or private sale at no cost to the Authority, with the proceeds thereof being retained by the Authority or (iv) be dealt with in accordance with Section 12.3(c). 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 (other than serving as a Caterer, which services are not exempt from charges except as may be set forth the Authority Policies and Procedures or a contractual arrangement with the Authority), 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 Award and Revocation of Committed Premises and Priority Access Gates. Upon request by an Airline to include a Gate as part of its Committed Premises under a Letter of Authorization or as a Priority Access Gate, the Authority may, in its exclusive discretion, accept or deny such request based on operational considerations, such as Terminal limitations and Gate availability. An Airline's Priority Access Gate may lose such status and the rights related thereto in accordance with the eligibility requirements set forth from time to time in the Authority's Policies and Procedures. The Authority may revoke the designation of one or more of an Airline's Gates as part of its Committed Premises under a Letter of Authorization if: (a) such Airline's scheduled average utilization for such Gate(s) falls below four (4) turns per Gate per day; (b) the Authority determines that there is a reasonable need for the use of such Gate(s) by another Airline; and (c) such other Airline meets the required four (4) turns per Gate per day minimum. Prior to such revocation becoming effective, the Airline shall have a sixty (60) day period to adjust its schedule to equal or exceed four (4) turns per Gate per day so as not to be subject to such revocation during the term of its Letter of Authorization. When determining specific Committed Premises to be revoked, the Authority will use reasonable efforts to choose facilities that will not disrupt the continuity and staffing of an Airline's operation.

16.2 Regional/Commuter Operations.

(a) To the extent practical, and unless otherwise directed by the Authority, 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.

(c) Operators of aircraft that enplane or deplane passengers at the Airport without using the Terminal or without using loading bridges to access the Terminal shall pay such Rates and Charges applicable to such operations set forth in the Rate Methodology or in the Authority Policies and Procedures from time to time.

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 terms of this Resolution in a material respect.

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. The Authority shall have no liability to an Airline to the extent the Authority is prohibited or hindered from performing its obligations hereunder as a result of rights exercised in this paragraph.

17.3 Nondiscrimination.

(a) General Civil Rights Provisions: Each Airline agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If an Airline transfers its obligation to another, the transferee is obligated in the same manner as the Airline.

This provision obligates each Airline, its personal representatives, successors in interest and assigns, for the period during which the property is owned, used or possessed by the Airline and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

(b) Compliance with Nondiscrimination Requirements: During the performance of this Resolution, each Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the "Airline"), agrees as follows:

(i) Compliance with Regulations: Each Airline (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Resolution.

(ii) Nondiscrimination: Each Airline, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Each Airline will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

(iii) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Airline for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Airline of the Airline's obligations under this Resolution and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(iv) Information and Reports: Each Airline will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of an Airline is in the exclusive possession of another who fails or refuses to furnish the information, the Airline will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(v) Sanctions for Noncompliance: In the event of an Airline's noncompliance with the non-discrimination provisions of this Resolution, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

(A) Withholding payments to the Airline under the contract until the Airline complies; and/or

(B) Cancelling, terminating, or suspending a contract, in whole or in part.

(vi) Incorporation of Provisions: Each Airline will include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Airline will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Airline may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Airline may request the United States to enter into the litigation to protect the interests of the United States.

(c) Incorporation of Provisions: Each Airline will include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Each Airline will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, that if the Airline becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Airline may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Airline may request the United States to enter into the litigation to protect the interests of the United States.

(d) In the event of breach of any of the above nondiscrimination covenants, the Authority will have the right to cancel any Letters of Authorization, Operating Permit or other contract with such Airline and enter or re-enter and repossess said Airline Premises and hold the same as if said agreement had never been made or issued.

(e) Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Resolution, the Airline, for itself, its assignees, and successors in interest (hereinafter referred to as the "Airline") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

(i) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

(ii) 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

(iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(iv) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

(v) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

(vi) Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

(vii) The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42

USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

(ix) The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(x) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(xi) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(xii) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

(f) 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. This Resolution shall be deemed to be automatically amended to the extent required, in the Authority's discretion, to satisfy any federal security requirements or directives. The Authority shall provide notice to each Airline in advance of, or as soon as practically possible after, any such automatic amendment.

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, and all permits issued to Airline pursuant to any Environmental Laws. Airline's indemnity obligation under Section 11.1 for violation of this Section 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 Airlinc 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-permitee. 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.

17.6 Part 27 Compliance. Pursuant to Title 49 CFR Part 27, the Authority provides accessible facilities and services to individuals with disabilities, including mechanical lifts for enplaning and deplaning passengers with disabilities that are available to all Airlines (both foreign and domestic) that do not have access to passenger loading bridges. Access to services and mechanical lifts can be achieved by contacting the Airport Operations Center at the Airport. Maintenance and service records are available upon request by contacting the Airport Operations Center or making a formal public records request to the Authority. Notwithstanding the foregoing, each Airline is responsible for providing assistance to its passengers in enplaning and deplaning, including the provision of mechanical lifts or other boarding assistance devices, as needed, in the event that the Authority's mechanical lifts are not available. As and to the extent required by Title 14 CFR Part 382, each Airline shall promptly provide or ensure the provision of assistance requested by or on behalf of its passengers with a disability, or offered by the Airline or Authority personnel and accepted by passengers with a disability, in enplaning and deplaning, including the use of wheelchairs, mechanical lifts or other boarding assistance devices, where boarding and deplaning by level-entry loading bridges or accessible passenger lounges is not available.

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, including by not taking any depreciation deductions relating to such property.

(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 PFCs 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. If Airline fails to remit PFC revenue to Authority within the time limits established by the PFC Regulations and within ten (10) calendar days after receipt of a written notice of non-payment from Authority, such condition shall be deemed an Event of Default. In addition, any late payment of the PFC may be subject to late fees computed at the rate of one and one-quarter percent (1.25%) per month from the due date until paid to the extent allowed by law.

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) applicable to such Airline's operations at the Airport.

(b) The Chief Executive Officer 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 property, or 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 Chief Executive Officer.

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:

Chief Executive Officer
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 of Florida.

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 or to differences set forth in the Rate Methodology.

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 Amended and Restated Resolution was approved and adopted by the Greater Orlando Aviation Authority on ~~August 28, 2019.~~ September 18, 2024.

[redacted]

GREATER ORLANDO AVIATION AUTHORITY

[redacted]

ATTEST:

[redacted]

RATE AND REVENUE SHARING EXTENSION AGREEMENT
FISCAL YEAR 2020 - FISCAL YEAR 2026

This Rate and Revenue Sharing Extension Agreement ("Extension") is dated as of _____, 20___ and is made effective as of this 1st day of _____, 20____ (the "Effective Date") by and between the Greater Orlando Aviation Authority (the "Authority") and _____ ("Airline").

Background

A. The Authority has adopted rates and charges for operations at Orlando International Airport (the "Airport") by Airlines pursuant to a Third Amended and Restated Resolution of the Greater Orlando Aviation Authority relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the uses of Facilities and Services at Orlando International Airport having an effective date of October 1, 2024, as such may be amended from time to time (the "Rate Resolution").

B. The Authority has offered to share Net Shared Revenues with the passenger Airlines in exchange for certain long-term commitments to the Authority by the Airlines and acceptance by the Airlines of the Rate Resolution and the Methodology for calculating rates and charges thereunder.

C. The Authority desires to extend the Rate and Revenue Sharing Agreement entered into by Airline and ending with Fiscal Year 2024 (the "2020-2024 RRS Agreement") for a period of two (2) years (the "Extension Period") with certain changes to the revenue sharing formula and certain changes to the Methodology.

D. Airline desires to continue participating in Net Shared Revenues during the Extension Period on the terms set forth herein.

Agreement

NOW, THEREFORE, in consideration of the promises set forth herein, the Authority and Airline hereby agree as follows:

1. Definitions.

(a) "Airport Exclusive Revenue Sources" shall mean (i) rail, rail corridors or rail terminals located on the Airport, as such facilities exist today or may be developed in the future, and (ii) the Airfield.

(b) "Long Term Committed Premises" shall mean Committed Premises for which Airline has made a contractual commitment to the Authority under a Letter of Authorization, as reflected on Exhibit A thereof, through the end of Fiscal Year 2024, which commitment is hereby extended through the end of Fiscal Year 2026.

(c) "Net Shared Revenues" shall mean (i) the first Ten Million Dollars ($10,000,000) of Remaining Revenues for each Fiscal Year through Fiscal Year 2024 and the first Seventeen Million Dollars ($17,000,000) of Remaining Revenues for each of Fiscal Years 2025 and 2026, then (ii) for Fiscal Years 2025 and 2026 only, seventy five percent (75%) of the

next portion of Remaining Revenues in a total amount equal to the amount of debt service coverage payments made by all Participating Airlines to the Authority in such Fiscal Year in connection with (A) Landing Fees, (B) fees for use of Terminal Aprons, (C) Rates and Charges for Committed Premises, (D) Baggage System Fees, and (E) Airline Equipment Fees, as determined by the Authority, with the remaining amount of such next portion of Remaining Revenues being retained by the Authority (e.g. if the total of such debt service coverage payments in a Fiscal Year are $100, then $75 of the next $100 in Remaining Revenues goes to the Participating Airlines and $25 stays with the Authority), and then (iii) in all years, Fifty Percent (50%) of all Remaining Revenues thereafter.

(d) "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.

(e) "Participating Operating Payments" shall mean all Landing Fees, FIS Fees, Baggage System Fees, Common Use South Ticketing Area Charges to the extent associated with Long Term Committed Premises, Facility Fees paid for the use of bag make-up space, Airline Equipment Fees for Long Term Committed Premises, and Rates and Charges paid for Long Term Committed Premises under a Letter of Authorization for the use and occupancy of Terminal facilities and the Terminal Apron by a passenger Airline, in each case only to the extent such payments are made with respect to periods after (i) the Effective Date, or (b), if the Effective Date is not on October 1 or April 1 of a year, the first October 1 or April 1 following the Effective Date, and 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, Security Screening Checkpoint Fees, and certain ancillary charges, such as phone or utility charges.

(f) "Rate and Revenue Sharing Agreement" shall mean an agreement between the Authority and an Airline in a form substantially similar to this agreement, whether in the form of an Extension for an existing Participating Airline or an agreement for a new Participating Airline.

(g) "Remaining Revenues" shall mean the amount by which (i) the difference between (A) 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 (B) all Debt Service and O&M Expenses and Operating Reserves, incurred in connection with the operation of the Airport (with the exception of, and not including, any such expenses in the Airfield) for such Fiscal Year exceeds; (ii) Fifty Five Million Dollars ($55,000,000) in each such Fiscal Year through 2024 and One Hundred and Ten Million Dollars ($110,000,000) in each of Fiscal Years 2025 and 2026.

(h) "Revenue Share Percentage" shall equal a fraction, the numerator of which is the total amount of Participating Operating Payments paid to the Authority by Airline, 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.

(i) Capitalized terms not defined herein shall have the definitions assigned to such terms in the Rate Resolution.

2. Airline Covenants.

(a) Airline 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 five (5) years (i.e. Fiscal Years 2020 through 2024) plus an additional two year Extension period through the end of the Fiscal Year 2026. The agreement of Airline in this paragraph means that Airline 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) Airline 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 2020 through 2024, and the amended Methodology for Fiscal Years 2025 and 2026, and acknowledges that this Agreement constitutes a written agreement with air carriers within the meaning of 49 U.S.C. § 47129(e)(1).

(c) Airline shall execute and maintain in effect a Letter of Authorization committing to pay for the use of at least one Annual Access Gate and corresponding ticket counter, queue space and bag make-up space, as prescribed by Airport Policies and Procedures, through September 30, 2026.

(d) An Airline may not become a Participating Airline solely for Fiscal Year 2026, unless such Airline first began operations at the Airport on or after October 1, 2024.

3. Revenue Sharing.

(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, 2024 sign a Rate and Revenue Sharing Agreement prior to November 1, 2024, the Authority will agree not to materially modify the Methodology (as modified for Fiscal Years 2025 and 2026 and attached to the Extension Agreement dated on or about the date hereof) through Fiscal Year 2026. Airline 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 a challenge to the Methodology, (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 Airline shall have the option, for a period of sixty (60) days after receipt of notice of such material modification, to terminate this Agreement and the remaining period of the Letter of Authorization signed pursuant to Section 2(c) above; and upon such termination or upon any challenge by Airline to the Rate Resolution, the Methodology or rates and charges determined in accordance with the Methodology, the obligation of the Authority to make any Revenue Sharing Payment hereunder shall terminate and be of no further force and effect and Airline shall reimburse to the Authority all Revenue Sharing Payments made to Airline hereunder for the Fiscal Years to which the challenge relates or to which the termination applies. Reimbursed Revenue Sharing Payments from any other airline party to a Rate and Revenue Sharing Agreement shall be retained by the Authority and not redistributed to Airline or any other airlines.

(b) (i) For each Fiscal Year from Fiscal Year 2020 through Fiscal Year 2026 that Airline is a Participating Airline, Authority will pay to Airline an amount equal to Airline'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 Airline of this Agreement (including any breach forgiven or discharged in bankruptcy) 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 of such breach to Airline, (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, Airline shall reimburse to the Authority all Revenue Sharing Payments previously made to Airline hereunder. Reimbursed Revenue Sharing Payments from any other Participating Airline shall be retained by the Authority and not redistributed to Airline or any other Airlines.

(iii) Authority shall use commercially reasonable efforts to pay to Airline the Revenue Sharing Payment owed to Airline 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. In the event Airline is delinquent in submitting flights schedules or other information required by the Authority under the Rate Resolution, the Authority may withhold such Airline’s Revenue Sharing Payment until such information is submitted.

(iv) In the event the Authority is prohibited by applicable law or regulation from sharing Revenues from any particular source, the Authority and Airline 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.

(v) The Authority shall be entitled to offset any Revenue Sharing Payment payable to an airline by any amounts owed by such Airline to the Authority; provided that such offset shall not eliminate Airline's right to object to the Authority's determination of the amount owed by Airline.

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:

Chief Executive Officer
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 Airline.

(b) Notices to Airline shall be delivered to:

_____
_____
_____
Attn.: _____

or to such other address as may be designated by Airline 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 Airline.

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.

The Remainder of the Page is Intentionally Left Blank

This agreement has been executed by the parties as of the date set forth above.

_____	Greater Orlando Aviation Authority
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title:_____

RATE AND REVENUE SHARING AGREEMENT
FISCAL YEAR 2025 - FISCAL YEAR 2026
(NEW PARTICIPATING AIRLINES)

This Rate and Revenue Sharing Agreement ("Agreement") is made effective as of this 1st day of [October/April], 20__ (the "Effective Date") by and between the Greater Orlando Aviation Authority (the "Authority") and _____ ("Airline").

Background

A. The Authority has adopted rates and charges for operations at Orlando International Airport (the "Airport") by Airlines pursuant to a Third Amended and Restated Resolution of the Greater Orlando Aviation Authority relating to Airline Rates and Charges and Airline Operating Terms and Conditions for the uses of Facilities and Services at Orlando International Airport having an effective date of October 1, 2024, as such may be amended from time to time (the "Rate Resolution").

B. The Authority has offered to share Net Shared Revenues with the passenger Airlines for Fiscal Years 2025 and 2026 (the "Term") in exchange for certain long-term commitments to the Authority by the Airlines and acceptance by the Airlines of the Rate Resolution and the Methodology for calculating rates and charges thereunder.

C. Airline desires to participate in Net Shared Revenues during the Term on the terms set forth herein.

Agreement

NOW, THEREFORE, in consideration of the promises set forth herein, the Authority and Airline hereby agree as follows:

1. Definitions.

(a) "Airport Exclusive Revenue Sources" shall mean (i) rail, rail corridors or rail terminals located on the Airport, as such facilities exist today or may be developed in the future, and (ii) the Airfield.

(b) "Long Term Committed Premises" shall mean Committed Premises for which Airline has made a contractual commitment to the Authority under a Letter of Authorization, as reflected on Exhibit A thereof, through the end of Fiscal Year 2026.

(c) Net Shared Revenues" shall mean (i) the first Seventeen Million Dollars ($17,000,000) of Remaining Revenues for each of Fiscal Years 2025 and 2026, then (ii) seventy five percent (75%) of the next portion of Remaining Revenues in a total amount equal to the amount of debt service coverage payments made by all Participating Airlines to the Authority in such Fiscal Year in connection with (A) Landing Fees, (B) fees for use of Terminal Aprons, (C) Rates and Charges for Committed Premises, (D) Baggage System Fees, and (E) Airline Equipment Fees, as determined by the Authority, with the remaining amount of such next portion of Remaining Revenues being retained by the Authority (e.g. if the total of such debt service coverage payments in a Fiscal Year are $100, then $75 of the next $100 in Remaining Revenues

goes to the Participating Airlines and $25 stays with the Authority), and then (iii) in all years, Fifty Percent (50%) of all Remaining Revenues thereafter.

(d) "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.

(e) "Participating Operating Payments" shall mean all Landing Fees, FIS Fees, Baggage System Fees, Common Use South Ticketing Area Charges to the extent associated with Long Term Committed Premises, Facility Fees paid for the use of bag make-up space, Airline Equipment Fees for Long Term Committed Premises, and Rates and Charges paid for Long Term Committed Premises under a Letter of Authorization for the use and occupancy of Terminal facilities and the Terminal Apron by a passenger Airline, in each case only to the extent such payments are made with respect to periods after (i) the Effective Date, or (b), if the Effective Date is not on October 1 or April 1 of a year, the first October 1 or April 1 following the Effective Date, and 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, Security Screening Checkpoint Fees, and certain ancillary charges, such as phone or utility charges.

(f) "Rate and Revenue Sharing Agreement" shall mean an agreement between the Authority and an airline in a form substantially similar to this agreement, whether in the form of an extension or an Agreement for a new Participating Airline.

(g) "Remaining Revenues" shall mean the amount by which (i) the difference between (A) 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 (B) all Debt Service and O&M Expenses and Operating Reserves, incurred in connection with the operation of the Airport (with the exception of, and not including, any such expenses in the Airfield) for such Fiscal Year exceeds; (ii) One Hundred and Ten Million Dollars ($110,000,000).

(h) "Revenue Share Percentage" shall equal a fraction, the numerator of which is the total amount of Participating Operating Payments paid to the Authority by Airline, 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.

(i) Capitalized terms not defined herein shall have the definitions assigned to such terms in the Rate Resolution.

2. Airline Covenants.

(a) Airline 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 two (2) years (i.e. Fiscal Years 2025 through 2026). The agreement of Airline in this paragraph means that Airline 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) Airline 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 2025 and 2026, and acknowledges that this Agreement constitutes a written agreement with air carriers within the meaning of 49 U.S.C. § 47129(e)(1).

(c) Airline shall execute and maintain in effect a Letter of Authorization committing to pay for the use of at least one Annual Access Gate and corresponding ticket counter, queue space and bag make-up space, as prescribed by Airport Policies and Procedures, through September 30, 2026.

(d) An Airline may not become a Participating Airline solely for Fiscal Year 2026, unless such Airline first began operations at the Airport on or after October 1, 2024.

3. Revenue Sharing.

(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, 2024 sign a Rate and Revenue Sharing Agreement prior to November 1, 2024, the Authority will agree not to materially modify the Methodology proposed for Fiscal Years 2025 and 2026. Airline 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 a challenge to the Methodology, (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 Airline shall have the option, for a period of sixty (60) days after receipt of notice of such material modification, to terminate this Agreement and the remaining period of the Letter of Authorization signed pursuant to Section 2(c) above; and upon such termination or upon any challenge by Airline to the Rate Resolution, the Methodology or rates and charges determined in accordance with the Methodology, the obligation of the Authority to make any Revenue Sharing Payment hereunder shall terminate and be of no further force and effect and Airline shall reimburse to the Authority all Revenue Sharing Payments made to Airline hereunder for the Fiscal Years to which the challenge relates or to

which the termination applies. Reimbursed Revenue Sharing Payments from any other airline party to a Rate and Revenue Sharing Agreement shall be retained by the Authority and not redistributed to Airline or any other airlines.

(b) (i) For each Fiscal Year from Fiscal Year 2025 through Fiscal Year 2026 that Airline is a Participating Airline, Authority will pay to Airline an amount equal to Airline'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 Airline of this Agreement (including any breach forgiven or discharged in bankruptcy) 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 of such breach to Airline, (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, Airline shall reimburse to the Authority all Revenue Sharing Payments previously made to Airline hereunder. Reimbursed Revenue Sharing Payments from any other Participating Airline shall be retained by the Authority and not redistributed to Airline or any other Airlines.

(iii) Authority shall use commercially reasonable efforts to pay to Airline the Revenue Sharing Payment owed to Airline 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. In the event Airline is delinquent in submitting flights schedules or other information required by the Authority under the Rate Resolution, the Authority may withhold such Airline’s Revenue Sharing Payment until such information is submitted.

(iv) In the event the Authority is prohibited by applicable law or regulation from sharing Revenues from any particular source, the Authority and Airline 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.

(v) The Authority shall be entitled to offset any Revenue Sharing Payment payable to an airline by any amounts owed by such Airline to the Authority; provided that such offset shall not eliminate Airline's right to object to the Authority's determination of the amount owed by Airline.

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:

Chief Executive Officer
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 Airline.

(b) Notices to Airline shall be delivered to:

_____
_____
_____
Attn.: _____

or to such other address as may be designated by Airline 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 Airline.

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.

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This agreement has been executed by the parties as of the date set forth above.

_____	Greater Orlando Aviation Authority
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title:_____

APPENDIX E

AUDITED FINANCIAL STATEMENTS AND REPORT OF THE INDEPENDENT AUDITORS THEREON FOR THE FISCAL YEARS ENDED SEPTEMBER 30, 2023 AND 2022

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INDEPENDENT AUDITOR'S REPORT

The Authority Board
Greater Orlando Aviation Authority
Orlando, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the business-type activities and the fiduciary activity of the Greater Orlando Aviation Authority (the "Authority") as of and for the fiscal years ended September 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities and the fiduciary activity of the Authority as of September 30, 2023 and 2022, 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.

Basis for Opinion

We conducted our audit 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. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis-of-Matter

Change in Accounting Principle

As discussed in Note 12 to the financial statements, in the year ended September 30, 2023, the Authority adopted the provisions of Government Accounting Standards Board Statement ("GASBS") Number 96, *Subscription-Based Information Technology Arrangements*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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 audits 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.

The Authority Board
Greater Orlando Aviation Authority

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Authority's basic financial statements. The supplemental schedules, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits 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.

Other Information

Management is responsible for the other information included in the Annual Comprehensive Financial Report. The other information comprises the introductory section and the statistical section, as listed in the table of contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audits of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated March 6, 2024, 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.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
March 6, 2024

GREATER ORLANDO
AVIATION AUTHORITY
ORLANDO, FLORIDA



MANAGEMENT'S

DISCUSSION AND ANALYSIS

GREATER ORLANDO
AVIATION AUTHORITY

ORLANDO, FLORIDA

One Jeff Fuqua Boulevard Orlando, Florida 32827-4392
407.825.2001 | ORLANDOAIRPORTS.NET

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, 2023 and 2022 with selected comparative information for the fiscal year ended September 30, 2021. 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.

For the fiscal year ended September 30, 2023 the Authority adopted Governmental Accounting Standards Board (GASB) Statement No. 96, Subscription based Information Technology Arrangements (GASB 96). Fiscal year 2021 was not restated as part of this pronouncement. See Note 12 of the basic financial statements for additional information.

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 over their useful lives, except for land and assets held for future use. See "Notes to Financial Statements" for a summary of the Authority's significant accounting policies and practices.

The Statements of Net Position present information on all of the Authority's assets, deferred outflows, liabilities and deferred inflows, with the difference between total assets and deferred outflows and total liabilities and deferred inflows 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 reflecting current year changes in the Authority's net position. 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 reports the flow 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.

The Authority maintains two fiduciary funds; the Retirement Plan for Employees of the Greater Orlando Aviation Authority, the Defined Benefit (DB) Plan, and the Other Postemployment Benefits (OPEB) Program. Fiduciary funds are not reflected in the Combined Statements of the Authority because the resources of those funds are not available to support the Authority's operations. However they are discretely presented as part of the basic financial statements in accordance with General Accounting Standards Board Statement No. 84. The accounting for fiduciary funds is similar to enterprise funds.

AUTHORITY ACTIVITY HIGHLIGHTS

Historical patterns of passenger and cargo traffic at the Airport were drastically disrupted by the emergence of the pandemic and the Airport witnessed a sharp contraction in activity beginning in March 2021. Passenger traffic has rebounded from the declines attributed to the COVID-19 pandemic and is seeing a resurgence. Based on TSA passenger security throughput counts for calendar year 2023, the Airport was the 4th busiest in the nation.

For the year ended September 30, 2023 enplaned passengers had increased 15.27% compared to 2022, increased 42.61% over 2021 and was 112.4% of 2019 enplaned passengers. Total operations for fiscal year ended 2023 increased by 13.35% over fiscal year 2022, 24.71% over fiscal year 2021, and was 110.3% of 2019 operations. The increase in enplanements included a 12.5% increase in domestic and a 40.3% increase in international travelers compared to fiscal year 2022. Domestic enplanements for fiscal year 2023 were 115.6% of fiscal year 2019 while international passengers are 93.3% of fiscal year 2019. Fiscal year 2019 is shown below for comparative purposes as a pre-COVID base year comparison.

The following chart shows total enplaned passengers and flight operations (landings and take-offs) at Orlando International Airport for the comparative period:

Enplanements and Operations Activity for 2019, 2021 to 2023

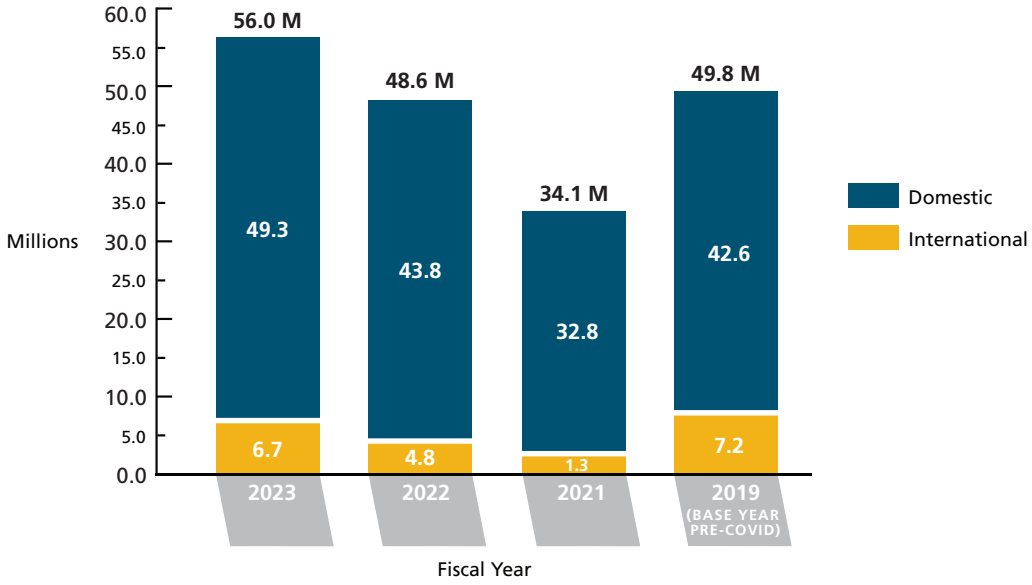
	2023	2022	2021	2019 (BASE YEAR PRE-COVID)
Enplaned Passengers	27,919,698	24,220,932	16,984,242	24,846,842
Operations	375,436	331,204	265,586	340,530

Total passengers served by the Orlando International Airport during fiscal year 2023 increased by approximately 7.3 million from 48.6 million to 56.0 million over fiscal year 2022. This follows an increase of approximately 14.5 million total passengers during fiscal year 2022. Total enplanements for fiscal year 2023 were 112.4% of fiscal year 2019. 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.

Total Passengers (in millions)

Fiscal Years Ended September 30, 2019, 2021-2023



FINANCIAL HIGHLIGHTS

The changes in Net Position are an indicator of whether the Authority's overall financial condition has improved or deteriorated during the fiscal year. Net position increased 8.9% in fiscal year 2021 despite the negative effects of the pandemic, 8.2% in fiscal year 2022 and 6.2% in fiscal year 2023.

Changes in Net Position for the fiscal years ended September 30 are as follows:

Changes in Net Position (in thousands)

	2023	2022 (AS RESTATED)	2021
Operating Revenues	$ 755,392	$ 612,842	$ 449,992
Operating Expenses	690,934	487,526	443,938
Operating Income/(Loss)	64,458	125,316	6,054
Net Non-operating Revenues (Expenses)	87,318	88,544	218,857
Income Before Capital Contributions	151,776	213,860	224,911
Capital Contributions	55,888	39,671	27,519
Increase in Net Position	207,664	253,531	252,430
Beginning Net Position	3,336,983	3,083,452	2,831,022
Ending Net Position	$ 3,544,647	$ 3,336,983	$ 3,083,452

AIRLINE RATES AND CHARGES

Effective November 1, 2013, the Authority began operating 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 and amended and restated as of August 10, 2016, and second amendment and restatement as of August 28, 2019 (the "Resolution"). In the chart below, the actual airline charges are shown for fiscal years 2021 through 2023. See the Airline Rates by Resolution (Note 18) for additional information.

Airline Rates and Charges

	RATES EFFECTIVE FOR FY 2023	RATES EFFECTIVE FOR FY 2022	RATES EFFECTIVE FOR FY 2021
Terminal Average Square Foot Rate	$ 177.23	$ 149.45	$ 116.66
Landing Fee – per 1,000 lbs. Unit (gross)	1.7396	1.5141	2.2451

PARTICIPATING AIRLINE REVENUES

Under the amended Rate and Revenue Sharing Agreement, airlines that (1) commit to an annual gate access assignment of at least one gate and associated space through the term of the Rate and Revenue Sharing Agreement, and (2) 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 through the term of the Rate and Revenue Sharing Agreement, are entitled to obtain the benefits of revenue-sharing (the Participating Airlines). In addition, the Authority has committed to no changes in the ratemaking methodology through the term of the agreement subject to any changes that might be required by the USDOT, FAA or court order without required consent pursuant to the agreement.

Under the amended Rate and Revenue Sharing agreement that extends through September 30, 2024, (1) the Authority retains all Revenues generated from airport Exclusive Revenue Sources and the first $55 million by which all other Revenues exceed all Debt Service and Operating Expenditures (including Operating Reserve Requirements and payment obligations under the Global Agreement), (2) the next $10 million is credited to the Participating Airlines, (3) and the remaining balance, if any, is shared 50/50 between the Authority and Participating Airlines.

Total Operating Revenue results are as follows for the fiscal years ended September 30:

Operating Revenues (in thousands)

	2023	2022 (RESTATED)	2021
Airline Revenues			
Landing Fees	$ 53,108	$ 40,674	$ 46,996
Terminal Area Rents	112,714	83,779	63,183
Other Revenue	148,848	95,586	56,599
Airline Revenues	314,670	220,039	166,778
Other Airfield Revenues	5,240	2,010	1,611
Concession Lease Revenues	98,469	76,628	77,232
Ground Transportation			
Rental Car (RAC)	121,910	123,965	88,932
Parking Facilities	97,015	82,133	52,265
Other Ground Transportation	28,377	22,061	12,214
Ground Transportation Revenues	247,302	228,159	153,411
Other Buildings and Grounds	32,709	37,197	25,297
Hotel	53,188	46,528	23,534
Rail Station	3,814	2,281	2,129
Total Operating Revenues	$ 755,392	$ 612,842	$ 449,992

Fiscal Year 2023 Compared to 2022

The Authority received gross revenues from Airlines of $314.7 million, $220.0 million and $166.8 million for fiscal year 2023, 2022 and 2021 respectively, which represented approximately 41.7%, 35.9% and 37.1% of total operating revenue. The Authority's total revenues increased in fiscal year 2023 compared to fiscal year 2022 primarily due to non-airline revenue, including concessions, parking, hotel, as well as airline operating revenues and federal relief.

Overall, the operating revenues of the Authority increased $142.6 million in fiscal year 2023, or 23.3% from fiscal year 2022. Airline Revenue increased $94.6 million or 43.0%. Overall, Concession Revenues increased $21.8 million or 28.5%. General Merchandise, Food & Beverage and Services all had increases of 26-41%. Ground Transportation Revenues increased $19.1 million or 8.4% while Hotel Revenues increased $6.7 million or 14.3%. Rail Station Lease Revenue increased slightly by $1.5 million or 67.2% for FY 2023, due to increased reimbursable expenses in addition to advertising and passenger fees which began in late September when they began operations.

Fiscal Year 2022 Compared to 2021

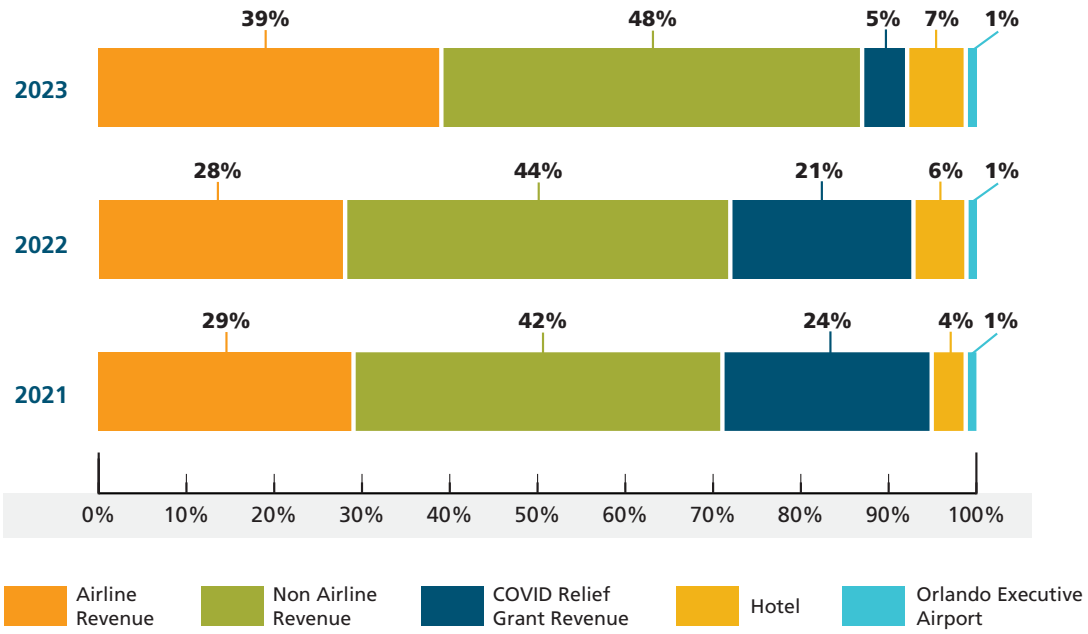
The Authority received gross revenues from Airlines of $220.0 million, $166.8 million and $173.7 million for fiscal year 2022, 2021 and 2020 respectively, which represented approximately 36.0%, 37.2% and 39.6% of total operating revenue. The Authority's total revenues increased in fiscal year 2022 compared to fiscal year 2021 primarily due to non-airline revenue, including concessions, parking, hotel, as well as airline operating revenues and federal relief. Total operating revenues exceeded pre-pandemic operating revenues by approximately 5%.

In FY 22 the Authority implemented GASB Statement No. 87, Leases, which established new guidance for lease accounting for lessees and lessors and eliminates the classification of leases by either operating or capital leases. This Statement establishes a single model for lease accounting based on the principle that leases are financings of the right-to-use an underlying asset. Lessees will recognize a lease liability and an intangible right to use lease asset. Lessors will recognize a lease receivable and a deferred inflow of resources. The requirements of this statement are effective for reporting periods beginning after June 15, 2021. Leases now represent the initial value of the lease, systematically recognizing lease revenue and interest income over the term of the lease based on the present value of the scheduled payments with an imputed interest rate. Significant leases affected by this pronouncement include Concession Agreements, Rental Car Agreements and the Rail Agreement. See Note 7 for additional information.

Overall, the operating revenues of the Authority increased $163.9 million in fiscal year 2022, or 36.5% from fiscal year 2021. Airline Revenue increased $53.3 million or 31.9%. Overall, Concession Revenues decreased $0.6 million or (0.8%). The decrease in Concession Lease Revenue is primarily related to one time payments in fiscal year 2021 for several concessionaires of approximately $5.5 million to buy back certain terms of their lease that were waived in fiscal year 2020. Ground Transportation Revenues increased $78.8 million or 46.5% while Hotel Revenues increased $23.0 million or 97.7%. Ground Transportation and Hotel Revenues increases are directly related to the return of enplaned passengers in fiscal year 2022, a 42.6% increase over fiscal year 2021. Rail Station Lease Revenue remained relatively flat for FY 2022.

The following charts show major sources of operating revenues for the years ended September 30, 2023, 2022 and 2021:

Operating Revenues (by percentage)



Operating Expenses (in thousands)

	2023	2022 (AS RESTATED)	2021
Operations and Facilities	$ 248,334	$ 162,791	$ 132,680
Safety and Security	68,780	51,600	46,175
Administration	99,536	71,107	62,903
Hotel	35,998	31,153	19,416
Other	4,440	(1,628)	(1,693)
Total Operating Expenses Before Depreciation	457,088	315,023	259,481
Depreciation	233,846	172,503	184,457
Total Operating Expenses	$ 690,934	$ 487,526	$ 443,938

Fiscal Year 2023 Compared to 2022

For fiscal year 2023 Salaries and Benefits increased approximately $12.3 million or 15% over fiscal year 2022. Primarily to the increase in the number of employees from 843 to 905 as well as cost of living and various, pay adjustments necessary to attract and retain top talented employees. Additionally contract renewals and supplies continue to see increased escalations costs due to high demands and increases in the consumer price index.

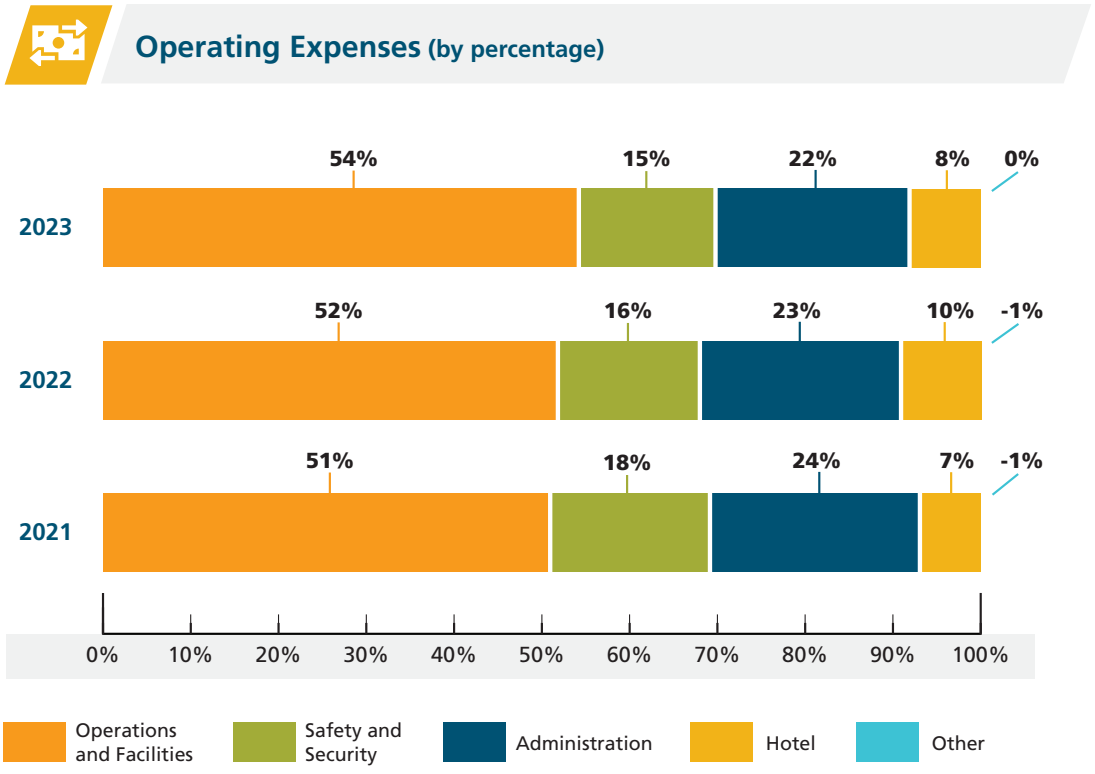
Other Operating expenses were $4.4 million and a net credit of $1.6 million in fiscal year 2023 and 2022. The increase in expense in fiscal year 2023 is due to the increases in the net proportionate share of the Florida Retirement System, Net Pension Liability, Other Post-Employment Benefits (OPEB) Liability, accrued compensated absences and the Authority's Defined Benefit Plan Net Pension Liability. See Note 8 and 9 for more information on Pension and OPEB.

Fiscal Year 2022 Compared to 2021

The Authority lifted the hiring freeze put in place from the pandemic mid-fiscal year 2021, as well as holds on several consulting contracts, essentially resuming normal operations. For fiscal year 2022 Salaries and Benefits increased approximately $4.4 million or 6.1% over fiscal year 2021, primarily to the increase in the number of employees from 780 to 843 as well as cost of living and various pay adjustments. Additionally contract renewals began to include escalation increases. During fiscal year 2022 the nation also saw the highest 12-month increase in the consumer price index since 1980, causing significant increases in expenses.

Other Operating Expenses resulted in a net credit of $1.6 million and $1.7 million in fiscal year 2022 and 2021 due to reduction in the net Other Postemployment Benefits (OPEB) Liability, a reduction in accrued compensated absences and a reduction in the net Pension Liability. See Note 8 and 9 for more information on Pension and OPEB.

The following charts show major cost centers and the operating expenses (excluding depreciation) for the years ended September 30, 2023, 2022, and 2021:



NON-OPERATING REVENUES AND EXPENSES

Net Investment Income Investment income was $55.1 million in fiscal year 2023, $12.4 million in fiscal year 2022, and $5.4 million in fiscal year 2021. Investment fair value adjustment was $6.9 million for fiscal year 2023, ($19.1) million for fiscal year 2022 and ($7.7) million for fiscal year 2021. The fair 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 are not realized.

Interest Expense includes interest paid and accrued on bonds and lines of credit. The increase in interest expense for fiscal year 2022 is due to the fact that the Authority no longer capitalized interest due to the adoption of GASB 89, Accounting for Interest Costs, incurred before the end of a Construction Period that eliminated the requirement to capitalize interest. Interest expense was $108.6 million, $120.5 million and $18.8 for fiscal years 2023, 2022 and 2021 respectively.

Lease Interest Income includes interest earned on lease receivables. Lease interest income was $40.8 million, $13.3 million and $14.2 million for fiscal years 2023, 2022 and 2021 respectively. The increase in lease interest is due to new leases in Terminal C.

Lease Interest Expense includes interest expense related to the Orlando Utility Agreement, which began in November 2022. Lease Interest expense for FY 23 was $3.2 million. See additional information in Note 13.

Participating Revenue Share is required by the Rate and Revenue Sharing Agreement. Participating Airline Net Revenue Sharing was $99.5 million for fiscal year 2023, $99.2 million for fiscal year 2022, and $32.7 million for fiscal year 2021.

Passenger Facility Charges (PFCs) were part of the Safety and Capacity Expansion Act of 1990. The Authority received approval from the Federal Aviation Administration (FAA) to impose a PFC per eligible enplaned passenger at Orlando International Airport and has imposed the PFC since February 1993. For fiscal year 2023, the Authority collected PFCs at $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 2023, the Authority has approved applications to impose PFCs of approximately $5.0 billion to fund project costs of various airport improvements. PFC collections to date (including investment earnings) are $1.8 billion. Expenditures on PFC-approved projects and debt service to date are $1.6 billion.

Customer Facility Charges (CFCs) The Authority approved the collection of CFCs effective October 1, 2008, and amended in 2017. Certain Rent-A-Car Companies (RACs) agreed to assess and collect CFCs to pay for a portion of the costs and expenses of financing, designing, constructing, operating, relocating and maintaining the CFC Ground Transportation Project. For fiscal year 2023, the Authority collected CFCs at the rate of $3.50 a day for up to seven days. CFC income was $39.9 million, $37.1 million and $26.8 million for fiscal years 2023, 2022 and 2021 respectively.

Federal and State Grants These include Coronavirus Aid, Relief and Economic Security Act (CARES) in March 2021, the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA) in December 2021 and the American Rescue Plan Act (ARPA) in March 2022. The Authority was awarded approximately $383.8 million in combined CARES, CRRSA and ARPA grants, which includes $26.3 million for concession relief. The Authority has used or plans to use these funds to pay debt service, to defease or redeem Bonds and other obligations, and to reimbursement itself for qualified expenses. Approximately $46.0 million of federal relief was received in fiscal year 2023 and $163.5 million in fiscal year 2022 and $145.9 million in fiscal year 2021. Other federal and state operating grants received in fiscal year 2023 were approximately $142,000.

Other non-operating income (expenses) includes proceeds and expenses for gain (loss) on sale of assets and other miscellaneous revenue and expenses.

Non-Operating Revenues and Expenses (in thousands)

	2023	2022 (AS RESTATED)	2021
Net Investment Income	$ 62,027	$ (6,644)	$ (2,322)
Interest Expense	(108,626)	(120,478)	(18,786)
Lease Interest Income	40,752	13,341	14,164
Lease Interest Expense	(3,242)	-	-
Subscription Interest Expense	(62)	(95)	-
Participating Revenue Share	(99,464)	(99,248)	(32,658)
Passenger Facility Charges	107,364	100,353	76,667
Customer Facility Charges	39,945	37,090	26,767
Federal and State Grants	46,142	163,667	145,897
Other	2,482	558	9,128
Total Non-Operating Expenses	$ 87,318	$ 88,544	$ 218,857

CAPITAL CONTRIBUTIONS

Capital contributions received from the federal and state governments and others, amounted to $55.9 million for fiscal year 2023, $39.7 million for fiscal year 2022 and $27.5 million during fiscal year 2021. Funding received on major projects including Airfield Rehabilitation and Terminal C for fiscal year 2023, 2022 and 2021 are as follows:

Capital Contributions (in millions)

	2023	2022	2021
Florida Department of Transportation	$ 45.4	$ 24.3	$ 21.7
Federal Aviation Administration	8.3	9.5	4.4
Transportation and Security Administration	1.8	3.8	-
Other	0.4	2.1	1.4
Total Capital Contributions	$ 55.9	$ 39.7	$ 27.5

FINANCIAL POSITION

The Statement of Net Position presents the financial position of the Authority at the end of the fiscal year. The statement includes all assets, deferred outflows, liabilities and deferred inflows 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 2023, Total Net Position increased by approximately $207.7 million, or 6.2% over fiscal year 2022. During fiscal year 2022, Total Net Position increased by approximately $253.5 million, or 8.2% over fiscal year 2021.

The following is a summarized comparison of the Authority's assets, deferred outflows, liabilities, deferred inflows and net position at September 30:

Condensed Statement of Net Position (in thousands)

	2023	2022 (AS RESTATED)	2021
Assets:			
Current Assets	$ 1,065,386	$ 918,371	$ 809,306
Other Assets	2,129,870	1,291,093	1,536,781
Capital Assets	5,165,903	5,214,453	4,972,802
Total Assets	$ 8,361,159	$ 7,423,917	$ 7,318,889
Deferred Outflows of Resources	$ 44,337	$ 13,033	$ 15,080
Liabilities:			
Current	$ 490,403	$ 482,064	$ 481,596
Noncurrent Liabilities	3,103,754	3,211,556	3,351,073
Total Liabilities	$ 3,594,157	$ 3,693,620	$ 3,832,669
Deferred Inflows of Resources	$ 1,266,692	$ 406,347	$ 417,848
Net Position:			
Net Investment in Capital Assets	$ 2,195,538	$ 2,160,586	$ 1,950,643
Restricted	662,680	633,346	687,163
Unrestricted	686,429	543,051	445,646
Total Net Position	$ 3,544,647	$ 3,336,983	$ 3,083,452

The majority of the Authority's net position at September 30, 2023 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, 2023, represents funds subject to external restrictions under the Authority's Bond Resolution, PFCs restricted by federal regulations, and CFCs restricted by the Third Amended and Restated Resolution of the Greater Orlando Aviation Authority Authorizing the Collection of a Customer Facility Charge as adopted on June 21, 2017. Restricted assets necessary to meet current obligations are classified as current assets on the Statement of Net Position. Restricted Assets are restricted for disbursements in the acquisition or construction of non-current assets, or are segregated for the liquidation of long-term debts are classified as non-current assets. The unrestricted portion of net position, $686.4 million on September 30, 2023, may be used to meet the Authority's ongoing obligations.

CAPITAL ACQUISITIONS AND CONSTRUCTION ACTIVITIES

During fiscal year 2023, 2022 and 2021, the Authority expended $177.0 million, $402.6 million and $718.4 million respectively on capital projects. For fiscal year 2023 this included $8.3 million funded by FAA contributions and $45.4 million funded by Florida Department of Transportation (FDOT). The balance was paid from tenant and other Authority funds, including bonds, PFCs and CFCs. See the Schedule of Expenditures of Federal Awards and State Financial Assistance in the Compliance section for additional information regarding grant expenditures.

Major projects under construction and the amounts expended during fiscal year 2023, 2022 and 2021 are as follows (in millions):

Projects Under Construction (in millions)

	FY23	FY22	FY21
Terminal C Gates 250-253 Airside Concourse	$ 60.5	$ 3.2	$ -
Terminal C Phase 1	44.8	282.60	532.70
Terminal C Phase 1 Expansion (Gates 250-253)	6.2	67.1	157.3
Terminal C Gates 250-253 Ramp RON	6.0	-	-
Terminal C Airline Buildout	2.5	19.7	1.8
Terminal C Enhancement Projects	1.5	-	-
Airfield Rehabilitation	22.4	9.4	-
Virtual Ramp Control	2.0	4.0	1.4
RAC Temporary QTA	1.8	3.5	-
OEA Taxiway F&G Rehabilitation	-	2.4	-
Rail Infrastructure/Land Improvements	1.0	1.6	-
Passenger Biometrics	0.3	1.1	-
Employee Parking Lot	9.0	-	-
Parking Lot Improvements	0.1	1.0	-
Airside 2 & 4 APM	1.9	0.8	-
Airside Terminals	-	0.1	1.7
Baggage System Improvements	-	-	7.5
Terminal C Non Airline Tenant Buildout	-	-	3
Parking Revenue Control Equipment	-	-	1.3
North Security Checkpoint	-	-	1.3
US Customs and Border Protection Terminal C Finishes	-	-	1.3
Transportation Security Administration Terminal Finishes	-	-	1
Garage Canopy System	10.3	-	-
Hotel Improvements	1.2	-	-
Other Projects (<$1.0 million in 2023, 2022 and 2021)	5.5	6.1	8.1
Total	$ 177.0	$ 402.6	$ 718.4

Major projects completed and the amounts transferred to fixed assets during the fiscal year 2023, 2022 and 2021 are as follows:

Projects Completed/Transfered (in millions)

	2023	2022	2021
Terminal C Phase 1	$ 42.5	$ 2,188.6	$ -
Terminal C Phase 1 Expansion (Gates 250-253 Landside)	9.2	401.5	-
Assets Held for Future Use (Gates 250-253 Airside)	0.3	4.4	59.2
RAC Storage Facility	20.8	-	-
RAC Quick Turnaround Facility	11.5	-	4.4
Airfield Rehabilitation	9.5	0.9	31.1
Parking Improvements	9.3	-	-
Canopies	-	8.1	-
Fencing	-	1.1	2.6
South Terminal Site Development - Trailers	-	-	58.1
Baggage System Improvements	-	-	7.5
Authority Warehouse Improvements	-	-	5.8
Access Control Security Enhancements	-	-	5.8
Authority Outbuildings South Terminal	-	-	4.9
North Terminal Security Checkpoint	-	-	3.1
Garage Lighting	-	-	2.0
Airside Terminals – PA System Upgrade	-	-	1.6
ORL Taxiway Rehabilitation	2.7	-	-
Other Projects (< $1.0 million in 2023, 2022 and 2021)	1.6	1.7	2.8
Total	$ 107.4	$ 2,606.3	$ 188.9

More detailed information about the Authority's capital assets is presented in Note 6 to the financial statements.

DEBT ACTIVITIES

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 subordinated indebtedness and secondary subordinated 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 senior bonds outstanding as of September 30, 2023 and 2022 was $1.8 billion and $1.9 billion respectively.

On February 22, 2022, the Authority issued $183.1 million in Airport Facilities Revenue Bonds, Series 2022A (AMT) (the "Series 2023A Bonds") with a true interest cost of 3.27%. The Series 2022A Bonds were issued for the purpose of providing funds to finance a portion of the 2022 Project (consists of improvements to the Airport System, including the acquisition, design, construction and equipping of the new South Terminal Complex and certain capital projects in the Terminal A/B Complex and other airport facilities and associated infrastructure), refinance certain draws made on certain existing lines of credit used to finance a portion of the 2022 Project and associated interest, fund a deposit to the composite reserve subaccount, and pay certain costs of issuance. The average life of the Series 2022A Bonds is 19.74 years.

On February 22, 2022, the Authority issued $64.1 million in Airport Facilities Revenue Bonds, Series 2022B (Taxable) (the "Series 2022B Bonds") with a true interest cost of 3.26%. The Series 2022B Bonds were issued for the purpose of providing funds to finance a portion of the 2022 Project (consists of improvements to the Airport System, including the acquisition, design, construction and equipping of the new South Terminal Complex and certain capital projects in the North Terminal Complex and other airport facilities and associated infrastructure), refinance certain draws made on certain existing lines of credit used to finance a portion of the 2022 Project and associated interest, fund a deposit to the composite reserve subaccount, and pay certain costs of issuance. The average life of the Series 2022B Bonds is 15.41 years.

In October 2021, the Authority defeased and/or redeemed portions of the Series 2013A Bonds totaling approximately $29.3 million in principal amount of debt defeased. The Authority utilized its Existing Lines of Credit as liquidity for the defeasance escrows and has received reimbursements from the ARPA, CRRSA and CARES funds for amounts drawn on the Existing Lines of Credit.

PRIORITY SUBORDINATED INDEBTEDNESS

Priority subordinated indebtedness as defined in the Master Indenture of Trust consists of Priority Subordinate Obligations and the Florida Department of Transportation (FDOT) indebtedness. As of September 30, 2023 and 2022, the aggregate principal amount of subordinated indebtedness was $877.3 million and $933.2 million respectively. The FDOT indebtedness was paid off on May 12, 2023.

SECONDARY SUBORDINATED INDEBTEDNESS

Lines of Credit - The Authority has entered into a revolving credit agreement with Bank of America, N.A., in the authorized amount of $275 million which expires on July 31, 2024 and a revolving credit agreement with Wells Fargo, N.A., in the authorized amount of $275 million which expires on July 29, 2024. The Authority draws on the Existing Lines of Credit for 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 Authority intends to continue using the Existing Lines of Credit to provide interim financing for portions of the 2021-2028 Capital Improvement Program. The Authority also utilized the Lines of Credit to provide interim funding of escrow deposits for the defeasance of debt. Pursuant to the Bond Resolution, Lines of Credit are considered Secondary Subordinated Indebtedness.

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 all subordinated indebtedness. Further, the Master Subordinate Indenture of Trust provides that the coverage requirement will be equal to or greater than 1.10 times the debt service on Priority Subordinated Indebtedness. Coverage ratios for the past three years are shown in the following table:

Coverage Ratios

	2023	2022	2021
Senior Lien Debt	7.34x	8.42x	5.72x
Priority Subordinate Obligations	3.84x	8.77x	5.35x
Senior and Priority Subordinate Indebtedness	2.77x	2.11x	1.57x

More detailed information about the Authority's noncurrent liabilities is presented in Note 11 to the financial statements.

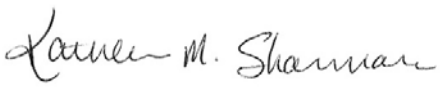
DISCUSSION OF CURRENTLY KNOWN FACTS, DECISIONS OR CONDITIONS

In September 2023, the Authority approved its fiscal year 2023-2024 operating budget. Budgeted operating revenues are $831.6 million and $5.7 million for Orlando International Airport and Orlando Executive Airport respectively. Budgeted operating expenses are $514.1 million and $4.9 million not including depreciation or capital contributions. Total approved capital expenditures are $80.0 million $0.9 million. Required contributions to the Authority's defined pension plan and Other Postemployment Benefit Plan are $0.7 million and $0.7 million respectively for fiscal year 2024.

Total passengers for calendar year 2023 were almost 58 million, an increase of over 15% over calendar year 2022.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the Authority's finances for all those interested. 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 32827-4392.



Kathleen M. Sharman
Executive Vice President, Chief Financial Officer



Marie Dennis
Deputy Chief Financial Officer



BASIC FINANCIAL

STATEMENTS

The statements of net position, revenues, expenses, and changes in net position, and cash flows provide a summary of the financial position and operating results of the Authority that consists of two airports, Orlando International Airport and Orlando Executive Airport.

The fiduciary financial statements reflect the combined net position and changes in net position of the Authority's pension and postemployment benefit plans. These statements also serve as an introduction to the more detailed financial statements and supplemental schedules.

GREATER ORLANDO
AVIATION AUTHORITY

ORLANDO, FLORIDA

GREATER ORLANDO
AVIATION AUTHORITY
ORLANDO, FLORIDA

GREATER ORLANDO AVIATION AUTHORITY
COMBINED STATEMENTS OF NET POSITION
As of September 30, 2023 and 2022
(in thousands)

ASSETS AND DEFERRALS	2023	2022 (Restated)
Current Assets		
Cash and cash equivalents	$ 605,764	$ 526,887
Restricted cash and cash equivalents	246,534	256,884
Accounts receivable, less allowance for uncollectibles of $400 and $393	44,475	24,698
Investments	10,944	-
Interest receivable	1,910	1,257
Lease receivables, current	142,140	96,317
Due from other governmental agencies	1,217	1,465
Prepaid expenses and inventory	12,402	10,863
Total current assets	1,065,386	918,371
Noncurrent Assets		
Restricted assets		
Cash and cash equivalents	541,594	567,505
Accounts receivable	13,594	17,745
Investments	236,415	222,624
Capital reserve receivable	2,707	-
Interest receivable	3,823	2,067
Due from other governmental agencies	35,852	27,159
Prepaid expense and inventory	537	2,022
Net OPEB asset	-	18,872
Net pension asset	-	20,515
Total restricted assets	834,522	878,509
Unrestricted assets		
Investments	139,916	112,792
Lease receivables, noncurrent	1,155,432	299,792
Total unrestricted assets	1,295,348	412,584
Capital assets, net of accumulated depreciation		
Property and equipment	2,571,855	2,706,123
Buildings right to use leased assets	49,880	-
Subscription right of use assets	2,104	4,105
Property held for lease	2,046,774	2,078,508
Construction in progress	495,290	425,717
Total capital assets, net of accumulated depreciation	5,165,903	5,214,453
Total noncurrent assets	7,295,773	6,505,546
Total assets	$ 8,361,159	$ 7,423,917
Deferred outflows of resources	$ 44,337	$ 13,033

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
COMBINED STATEMENTS OF NET POSITION
As of September 30, 2023 and 2022
(in thousands)

LIABILITIES, DEFERRALS, AND NET POSITION	2023	2022 (Restated)
Current Liabilities		
Accounts payable and accrued liabilities	$ 73,216	$ 50,163
Lease obligations, current	1,471	-
Subscription liability, current	1,225	2,268
Unearned revenue	9,540	13,376
Deposits	14,035	13,494
Advance rent from tenants, current	13,556	11,779
Due to other governmental agencies	4,109	4,675
Accrued airline revenue sharing	126,717	129,425
Payable from restricted assets		
Accrued interest	63,460	66,335
Accounts payable and accrued liabilities	93,951	109,064
Due to other governmental agencies	1,499	-
Revenue bonds payable, current	87,624	78,975
FDOT indebtedness, current	-	2,510
Total current liabilities	490,403	482,064
Long-term Liabilities		
Lease obligations, long-term	52,245	-
Subscription liability, long-term	159	1,268
Revenue bonds payable, long-term	2,990,165	3,096,854
FDOT indebtedness, long-term	-	47,731
Line of credit, long-term	16,476	46,031
Net OPEB liability	1,571	-
Net pension liability	41,038	16,742
Advance rent from tenants, long-term	377	480
Other long-term liabilities	1,723	2,450
Total long-term liabilities	3,103,754	3,211,556
Total liabilities	$ 3,594,157	$ 3,693,620
Deferred inflows of resources	1,266,692	406,347
Net Position		
Net investment in capital assets	2,195,538	2,160,586
Restricted for		
Debt service	95,012	100,652
Capital acquisitions and construction	567,668	532,694
Pension and OPEB	-	39,387
Total restricted	662,680	672,733
Unrestricted	686,429	503,664
Total Net Position	$ 3,544,647	$ 3,336,983

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
COMBINED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
For the Years Ended September 30, 2023 and 2022
(in thousands)

	2023	2022 (Restated)
Operating Revenues		
Airfield area	$ 69,747	$ 47,781
Terminal area	349,149	251,537
Ground transportation	247,302	228,159
Other buildings and grounds	32,192	36,556
Hotel	53,188	46,528
Rail station	3,814	2,281
Total operating revenues	755,392	612,842
Operating Expenses		
Operations and facilities	248,334	162,791
Safety and security	68,780	51,600
Administration	99,536	71,107
Hotel	35,998	31,153
Other	4,440	(1,628)
Total operating expenses before depreciation	457,088	315,023
Operating income before depreciation	298,304	297,819
Depreciation	(233,846)	(172,503)
Operating income	64,458	125,316
Nonoperating Revenues (Expenses)		
Investment income	55,131	12,417
Net increase (decrease) in the fair value of investments	6,896	(19,061)
Lease interest income	40,752	13,341
Interest expense	(108,626)	(120,478)
Lease interest expense	(3,242)	-
Subscription interest expense	(62)	(95)
Participating airline net revenue sharing	(99,464)	(99,248)
Passenger facility charges	107,364	100,353
Customer facility charges	39,945	37,090
Federal and state grants	46,142	163,667
Other	2,482	558
Total nonoperating revenues (expenses)	87,318	88,544
Income before capital contributions	151,776	213,860
Capital Contributions	55,888	39,671
Increase in net position	207,664	253,531
Total Net Position, Beginning of Year	3,336,983	3,083,452
Total Net Position, End of Year	$ 3,544,647	$ 3,336,983

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
COMBINED STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2023 and 2022
(in thousands)

	2023	2022 Restated
Cash flows from operating activities		
Cash received from customers, tenants and governmental agencies	$ 771,831	$ 630,381
Cash paid to suppliers and governmental agencies	(341,953)	(216,255)
Cash paid to employees for services	(87,936)	(92,190)
Cash paid to airlines	(102,172)	(59,412)
Other operating cash receipts	2,538	506
Net cash provided by operating activities	242,308	263,030
Cash flows from noncapital financing activities		
Operating grants	46,061	163,616
Net cash provided by noncapital financing activities	46,061	163,616
Cash flows from capital and related financing activities		
Proceeds from issuance of bonds	-	320,389
Proceeds from line of credit	15,500	167,563
Passenger facility charges	111,616	96,394
Customer facility charges	39,802	36,682
Bond issuance costs	-	30,736
Principal payments - bonds and line of credit	(124,030)	(622,453)
FDOT indebtedness payments	(50,241)	-
Lease interest income	40,752	13,341
Interest paid	(130,086)	(177,264)
Lease interest expense	(3,242)	-
Subscription interest expense	(62)	(95)
Proceeds from sale of assets	22	104
Acquisition and construction of capital assets	(201,241)	(451,803)
Capital contributed by federal, state and other agencies	45,876	34,004
Net cash used for capital and related financing activities	(255,334)	(552,402)
Cash flows from investing activities		
Purchase of investments	(218,128)	(163,435)
Proceeds from sale and maturity of investments	173,165	181,129
Interest received	54,544	4,703
Net cash provided by investing activities	9,581	22,397
Net increase (decrease) in cash and cash equivalents	42,616	(103,359)
Cash and Cash Equivalents, Beginning of Year	1,351,276	1,454,635
Cash and Cash Equivalents, End of Year (1)	$ 1,393,892	$ 1,351,276
(1) Cash and Cash Equivalents - Unrestricted Assets	$ 605,764	$ 526,887
Cash and Cash Equivalents - Restricted Assets - Current	246,534	256,884
Cash and Cash Equivalents - Restricted Assets - Noncurrent	541,594	567,505
	$ 1,393,892	$ 1,351,276

See accompanying notes to basic financial statements
(continued)

GREATER ORLANDO AVIATION AUTHORITY
COMBINED STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2023 and 2022
(in thousands)

	2023	2022 Restated
Reconciliation of operating income to net cash provided by operating activities		
Operating income	$ 64,458	$ 125,316
Adjustments to reconcile operating income to net cash provided by (used by) operating activities:		
Depreciation	233,846	172,503
Participating airline net revenue sharing	(99,464)	(99,248)
Other income	2,538	506
(Increase) Decrease in operating assets:		
Accounts and grants receivable	(19,776)	4,187
Lease obligations, current	1,471	-
Lease receivables	(901,463)	27,805
Capital reserve receivable	(2,707)	-
Due from other governmental agencies	(214)	7,294
Prepaid expenses and inventory	(1,539)	(2,226)
Employee postemployment benefits assets	39,286	(34,668)
Deferred outflows of resources	(31,784)	561
Increase (Decrease) in operating liabilities:		
Accounts payable and accrued liabilities	23,221	19,000
Due to other governmental agencies	933	527
Accrued airline revenue sharing	(2,708)	39,836
Unearned revenue	(3,836)	261
Deposits	541	4,658
Advanced rent from tenants	1,674	(3,390)
Lease obligations, long term	52,245	-
Net pension liability	24,397	11,430
Net OPEB liability	1,571	-
Other liabilities	(727)	179
Deferred inflows of resources	860,345	(11,501)
Total adjustments	177,850	137,714
Net cash provided by operating activities	$ 242,308	$ 263,030

Noncash Investing, Capital and Financing Activities

Capital contributions from other governments	$ 10,012	$ 5,667
Amortization of bond premium and discount	$ 19,065	$ 28,977
Amortization of bond defeasement loss	$ (480)	$ (1,485)

See accompanying notes to basic financial statements

GREATER ORLANDO
AVIATION AUTHORITY
ORLANDO, FLORIDA

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT OF FIDUCIARY NET POSITION
PENSION (AND OTHER EMPLOYEE BENEFIT) TRUST FUNDS
As of September 30, 2023 and 2022
(in thousands)

	2023	2022
Assets		
Cash and cash equivalents	$ 3,356	$ 4,203
Receivables:		
Plan participants	-	-
Employer	-	-
Due from trustee	2	-
Investment income	378	600
Due from brokers	247	3,497
Total receivables	627	4,097
Investments, at fair value:		
Equities	130,020	119,535
Fixed income investments	66,652	67,513
Total investments	196,672	187,048
Prepaid assets	-	-
Total assets	$ 200,655	$ 195,348
Liabilities		
Accrued expenses	117	110
Due to GOAA	509	242
Due to brokers	314	2,878
Total liabilities	$ 940	$ 3,230
Net position restricted for pensions	$ 124,779	$ 122,510
Net position restricted for OPEB	$ 74,936	$ 69,608
Total net position	$ 199,715	$ 192,118

See accompanying notes to basic financial statements

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION (AND OTHER EMPLOYEE BENEFIT) TRUST FUNDS
For the Years Ended September 30, 2023 and 2022
(in thousands)

	2023	2022
Additions		
Contributions:		
Employer	$ 641	$ 1,991
Employee	-	-
	641	1,991
Investment income:		
Net appreciation in fair value of investments	18,410	(50,295)
Dividends and interest	3,896	4,917
	22,306	(45,378)
Less investment expenses	(508)	(555)
Net investment income	21,798	(45,933)
Total additions	22,439	(43,942)
Deductions		
Benefits paid to participants	14,739	14,274
Administrative expenses	103	114
Total deductions	14,842	14,388
Increase in net position	7,597	(58,330)
Net position		
Beginning of year	192,118	250,448
End of year	$ 199,715	$ 192,118

See accompanying notes to basic financial statements

GREATER ORLANDO
AVIATION AUTHORITY
ORLANDO, FLORIDA



NOTES TO FINANCIAL
STATEMENT

1. Summary of Significant Accounting Policies and Practices
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10. Risk Management – Worker's Compensation
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12. Subscription Based Information Technology Arrangements
13. Orlando Utilities Commission (OUC) Agreement
14. Conduit Debt Obligations
15. Deferred Amount on Refunding of Bonds
16. Bond Issuance (Other than Refunding Issues)
17. Deferred Outflows and Inflows of Resources
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19. Airline Rates by Resolution
20. Outstanding Contracts
21. Commitments and Contingencies
22. Environmental Liabilities
23. Subsequent Events

GREATER ORLANDO
AVIATION AUTHORITY

ORLANDO, FLORIDA

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.

Fiduciary Activities: The Authority maintains two fiduciary funds; the Retirement Plan for Employees of the Greater Orlando Aviation Authority, the Defined Benefit (DB) Plan, and the Other Postemployment Benefits (OPEB) Program. The Authority is committed to making contributions to the trusts, and therefore assumes a financial burden for the trust funds and thus has financial accountability. The assets in each trust are held for only for the Authority employee's benefit. The fiduciary assets and liabilities are not assets and liabilities of the Authority and are not recognized on the Statement of Net Position. Income and expenses are not included in the Statement of Revenues, Expenses and Changes in Net Position of the Authority.

The fiduciary financial statements are a combination of the financials of The Retirement Plan for Employees of Greater Orlando Aviation Authority (the Defined Benefit Plan), and the Greater Orlando Aviation Authority OPEB Trust Fund). The fiduciary financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP), as applied to governmental units. The Governmental Accounting Standards Board is the standard-setting body for governmental accounting and financial reporting. The employer contributions are recognized in the period in which the contributions are due and the employer has made a formal commitment to provide the contribution. Benefits are recognized when due and payable in accordance with the terms of the Plan. For more information, please to refer to Notes 8 and 9.

Cash and Cash Equivalents: Demand deposits, certificates of deposits, cash on hand and repurchase agreements with an original maturity of three months or less from the date of purchase are considered 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.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

Lease Receivables: The Authority's lease receivables are measured at the present value of lease payments expected to be received during the lease term. A deferred inflow of resources is recorded at the initiation of the lease in an amount equal to the initial recording of the lease receivable. The deferred inflow of resources is amortized on a straight-line basis over the term of the lease.

Under the lease agreement, the Authority may receive variable lease payments that are dependent upon the lessee's revenue. The variable payments are recorded as an inflow of resources in the period the payment is received.

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 statement of net position 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, corporate securities, asset-backed securities, 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.

Noncurrent Assets:

- **Restricted Assets and Liabilities:** Assets restricted to specific purposes by legally enforceable requirements are segregated on the statement of net position. 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 statement of net position. 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, and 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 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 may be 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.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

- **Unrestricted Assets:** A portion of unrestricted assets is reported as noncurrent. This represents amounts of unrestricted investments with maturities greater than one year.

- **Capital Assets, Net of Accumulated Depreciation:** Capital assets, net of accumulated depreciation is shown as noncurrent assets on the statement of net position.

- **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, which expire between the years 2023 and 2072. The Authority accounts for revenue from these agreements under the operating method and reports revenue over the terms of the agreements. See Note 7 for additional information.

Capital, Lease, and Subscription Assets: Property and equipment, and Property held for lease are recorded at cost when purchased or at acquisition value at the time of donation. Donated capital assets received in a service concession arrangement are reported at acquisition value, as of September 30, 2023. There were no service concession arrangements. The Authority accounts for intangible assets as required under GASB Statement No. 51. The maintenance and repair costs that do not add value or extend the useful lives of assets are not capitalized. The threshold for capitalization of capital assets is $5,000.

Lease and subscription based technology assets are initially recorded as the sum of 1) the amount of the initial measurement of the lease or subscription liability, 2) lease for subscription payments made at or before the commencement of the lease term, less any lease incentives received from the vendor at or before the commencement of the term, 3) initial direct costs that are ancillary charges necessary to place the asset into service. Lease and subscription assets are amortized on a straight-line basis over the shorter of the lease term or useful life of the underlying asset.

Capital Asset Impairment: The Authority’s capital assets include property, equipment, and infrastructure assets. A capital asset is considered impaired if both the decline in service utility of the capital asset is large in magnitude and the event or change in circumstances is outside the normal life cycle of the capital asset. The Authority evaluates prominent events or changes in circumstances affecting capital assets to determine whether impairment of a capital asset has occurred. Common indicators of impairment include evidence of physical damage where restoration efforts are needed to restore service utility, enactment or approval of laws or regulations setting standards that the capital asset would not be able to meet, technological development or evidence of obsolescence, a change in the manner of expected duration of use of a capital asset or construction stoppage.

Depreciation of Capital Assets: Property and equipment, and Property held for lease except land and construction in progress are depreciated using the straight-line method over the following estimated useful lives:

Building	10 to 50 years	Equipment	3 to 30 years
Improvements	5 to 50 years	Motor vehicles	5 to 15 years

Deferred Outflows and Inflows of Resources: In addition to assets and liabilities, the statement of net position may report a separate section for deferred outflows of resources and deferred inflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to future periods. Deferred outflows have a positive effect on net position, similar to assets. Deferred inflows of resources represent an acquisition of net assets that applies to future periods. Deferred inflows have a negative effect on net position, similar to liabilities.

Employer Contributions – Pension and OPEB – These contributions are those made after the measurement date through the fiscal year end resulting in a cash outlay not yet recognized under GASB 68 or GASB 75.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

This amount is deferred and recognized in the following fiscal year. This item is presented as a deferred outflow of resources.

Investment difference – Pension and OPEB – These amounts represent the difference in projected and actual earnings on pension/OPEB plan assets. These differences are deferred and amortized over a closed five-year period. This item can be presented as both a deferred outflow and deferred inflow of resources and is combined annually as a single net unamortized balance.

Experience difference – Pension and OPEB – These amounts represent the difference in expected and actual pension/OPEB experience. These differences are deferred and recognized over the estimated average remaining lives of all members determined as of the beginning of the measurement period. This item can be presented as both a deferred outflow and deferred inflow of resources but may not be shown net if there are unamortized balances for categories.

Assumption Changes – Pensions and OPEB – These amounts represent the difference resulting from a change in assumptions used to measure the underlying net pension/OPEB liability/asset. These differences are deferred and recognized over the estimated average remaining lives of all members determined as of the beginning of the measurement period. This item can be presented as both a deferred outflow and deferred inflow of resources but may not be shown net if there are unamortized balances for the categories.

Debt Refunding – These amounts represent the gain or loss from the refunding of debt. These differences are deferred and recognized as interest expense in a systematic and rational manner over the remaining life of the old debt or the life of the new debt, whichever is shorter. This item can be presented as both a deferred outflow and deferred inflow of resources but may not be shown net if there are unamortized balances for categories.

Leases represent the initial value of the lease receivable/payable under GASB 87 and systematically reduced and recognized as lease revenue/expense over the term of the lease. This item is presented as a deferred inflow for the lessor and deferred outflow for the lessee.

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 to the defined contribution plan in the period in which contributions are due, and the Authority has made a formal commitment to provide contributions. Additional information is disclosed in Note 8.

Other Postemployment Benefit Plans: The Authority obtains actuarial valuation reports for its Other Post Employment Benefits (OPEB) plan and records the expenses, assets and liabilities for OPEB as required under Governmental Accounting Standards Board (GASB) Statement No. 75. For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB Expense, information about the fiduciary net position of the Authority's Retiree Health Care Plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payment when due and payable in accordance with the benefits terms. Investments are reported at fair value, except for money market investments and participating interest-earning contracts that have a maturity at the time of purchase of one year or less, which are reported at cost. The Authority funds its OPEB obligation to a qualifying, irrevocable trust. Additional information 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.

Net Position: Net position is comprised of three components. Net investment in capital assets consists of all capital assets, net of accumulated depreciation, and reduced by outstanding debt, net of debt service reserve.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

Restricted net position represents assets that are legally restricted for specific purposes. These include funds restricted for debt service and other sources restricted for capital acquisition and construction. Unspent debt proceeds were $42.7 and $102.6 for the fiscal year ended September 30, 2023 and 2022 respectively, and are included in Net position restricted for capital acquisition and construction. The balance of net position is considered unrestricted net position.

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 PFCs as nonoperating revenues.

Change in Accounting Principle: In fiscal year 2023, the Authority implemented GASB Statement No. 87*, Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

The statement required the restatement of the September 30, 2022 as follows:

	As originally shown September 30, 2022	Net Change	As Restated September 30, 2022
Subscription right of use asset, net	$ -	$ 4,105	$ 4,105
Subscription liability, current	-	2,268	2,268
Subscription liability, non current	-	1,268	1,268
Subscription interest expense	-	95	95
Operating Expenses – Operations and facilities	163,554	(763)	162,791
Operating Expenses – Safety and security	51,674	(74)	51,600
Operating Expenses - Administration	72,518	(1,411)	71,107
Depreciation	170,824	1,679	172,503
Increase in net position	253,057	474	253,531
Total Net Position End of Year	$ 3,336,509	$ 474	$ 3,336,983

Customer Facility Charges: The Authority approved the collection of Customer Facility Charges (CFCs) effective October 1, 2008, as amended in 2017. 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 and other facilities that benefit RACs. The RACs collect and remit this revenue to the Authority and the Authority records CFCs 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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

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.

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 acquisition value when received.

Interest During Construction: The Authority implemented GASB 89, Accounting for Interest Costs Incurred Before the End of a Construction Period during fiscal year 2022, and as a result no capitalized interest was recorded for the fiscal year ended September 30, 2023 and 2022.

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") and Amended and Restated as of August 10, 2016, and second amendment and restatement as of August 28, 2019. 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 19.

Advance Rent From Tenants: The current portion of advance rent from tenants primarily represents October revenues received in September. Amounts reported as long-term 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 in accordance with generally accepted accounting principles. 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.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES AND PRACTICES (continued)

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 prior year amounts have been reclassified to conform with current year financial reporting and to facilitate comparison of financial data.

Significant Upcoming Pronouncements: In June 2022, GASB issued Statement No. 100, *Accounting Changes and Error Corrections – An Amendment of GASB 62.* This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. As part of those descriptions, for (1) certain changes in accounting principles and (2) certain changes in accounting estimates that result from a change in measurement methodology, a new principle or methodology should be justified on the basis that it is preferable to the principle or methodology used before the change. That preferability should be based on the qualitative characteristics of financial reporting—understandability, reliability, relevance, timeliness, consistency, and comparability. This Statement also addresses corrections of errors in previously issued financial statements. This standard will become effective for fiscal year ending September 30, 2024.

In June 2022, GASB issued Statement No. 101, *Compensated Absences*. This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences. This standard will become effective for fiscal year ending September 30, 2025.

The Authority has not determined what impact, if any, these statements will have on its financial statements.

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.

In 1976, 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 or 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.

Effective October 1, 2015 the Authority entered into an amended Operation and Use Agreement, which extends the term of the original contract through September 30, 2065. At the end of the lease 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 provides certain police and fire protection services to the Authority. Total charges for these services amounted to approximately $19.3 million and $16.8 million for 2023 and 2022, respectively.

2. OPERATION AND USE AGREEMENT – CITY OF ORLANDO (continued)

Approximately, $3.7 million and $4.1 million are recorded as liabilities due to the City of Orlando in connection with these services at September 30, 2023 and 2022, 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 (the SBA) Local Government Surplus Investment Pool, (the Florida Prime). 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). Financial statement for the SBA can be found on the Florida Auditor General's website at https://flauditor.gov/pages/pdf_files/2024-085.pdf.

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 be delivered to the State's CFO.

In accordance with generally accepted accounting principles, the Authority adjusts the carrying value of investments to fair value to be presented as a component of investment income. The fair value of investments is based on available market values. The Florida Prime operated by the SBA, and the Florida Income Trust are a "2a-7-like" pool and are also presented in accordance with generally accepted accounting principles; therefore, it is not presented at fair value but at its actual pooled share price which approximates fair value.

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3. CASH DEPOSITS AND INVESTMENTS (continued)

At September 30, 2023 and September 30, 2022, the fair value of all securities, regardless of the statement of net position, classification, was as follows (in thousands):

	September 30, 2023	September 30, 2022
Securities:		
U.S. Treasury and government agency securities	$ 383,656	$ 329,600
Asset Backed Securities	503	750
Corporate securities	3,115	5,066
Local government investment pool	6,366	6,074
Investment in money market funds	695,101	767,940
Total Securities, at fair value	$ 1,088,741	$ 1,109,430

These securities are classified on the statement of net position as follows (in thousands):

	September 30, 2023	September 30, 2022
Current assets		
Unrestricted cash and cash equivalents	$ 605,764	$ 526,887
Restricted cash and cash equivalents	246,534	256,884
Investments	10,944	-
Noncurrent Assets		
Restricted assets		
Cash and cash equivalents	541,594	567,505
Investments	236,415	222,624
Unrestricted assets		
Investments	139,916	112,792
Total cash, cash equivalents and investments	1,781,167	1,686,692
Less cash on deposit	(692,426)	(577,262)
Total securities, at fair value	$ 1,088,741	$ 1,109,430

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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, 2023, and September 30, 2022, the Authority held the following investments as categorized below in accordance with generally accepted accounting principles:

Investment Maturities at September 30, 2023 (in thousands):

Investment Type	Less than 1 Year	1 to 5 Years	6 to 10 Years	11 to 15 Years	Total	Level
U.S. Treasury and government agency securities	$ 193,534	$ 190,122	$ -	$ -	$ 383,656	1
Asset Backed Securities	-	467	36	-	503	1
Corporate securities	3,115	-	-	-	3,115	1
Local government investment pool	6,366	-	-	-	6,366	N/A
Money market funds	695,101	-	-	-	695,101	N/A
Total investment	$ 898,116	$ 190,589	$ 36	$ -	$1,088,741	

Investment Maturities at September 30, 2022 (in thousands):

Investment Type	Less than 1 Year	1 to 5 Years	6 to 10 Years	11 to 15 Years	Total	Level
U.S. Treasury and government agency securities	$ 118,872	$ 210,728	$ -	$ -	$ 329,600	1
Asset Backed Securities	-	176	527	47	750	1
Corporate securities	1,995	3,071	-	-	5,066	1
Local government investment pool	6,074	-	-	-	6,074	N/A
Money market funds	767,940	-	-	-	767,940	N/A
Total investment	$ 894,881	$ 213,975	$ 527	$ 47	$1,109,430	

The Authority had invested in the Florida Prime $0.8 million as of September 30, 2023 and $0.7 million as of September 30, 2022.

The Authority had invested in the Fixed Income Trust $5.6 million as of September 30, 2023 and $5.3 million as of Sepember 30, 2022.

Fiduciary Activities: The Pension (Defined Benefit Plan) and OPEB Trust Fund's investment policy is determined by the Retirement Benefit Committee (RBC) and approved by the Authority Board. Permitted investments are set within the policy. The Plan's investments are measured and reported at fair value and categorized below in accordance with generally accepted accounting principles.

The categorization of investments within the hierarchy is based upon the pricing transparency of the instrument and should not be perceived as the particular investment's risk. All of the Plan's investments are considered to be level 1.

3. CASH DEPOSITS AND INVESTMENTS (continued)

At September 30, 2023, the fiduciary activities investments consisted of the following:

Type of Equity	Amount	Percentage
Large Cap	$ 57,150	29%
Mid Cap	18,474	9
Small Cap	17,660	9
International	36,736	19
Total Equities	130,020	66%
Fixed Income	66,652	34
Total Investments	$ 196,672	100%

At September 30, 2022, the fiduciary activities investments consisted of the following:

Type of Equity	Amount	Percentage
Large Cap	$ 52,753	28%
Mid Cap	16,680	9
Small Cap	17,218	9
International	32,884	18
Total Equities	119,535	64%
Fixed Income	67,513	36
Total Investments	$187,048	100%

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 except for those portions of the portfolio that are actively managed by the Authority's Investment Advisor. 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 Amended and Restated Master Subordinated Indenture of Trust 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. The Authority portfolio holds a limited number of callable securities. The schedules above present the maturity data of the securities. According to the SBA, the dollar weighted average days to maturity ("WAM") of the Florida Prime at September 30, 2023 is 35 days. Next interest rate reset dates for floating rate securities are used in calculation of the WAM. The weighted average life of the Florida Prime at September 30, 2023, is 75 days. According to the Florida Fixed Income Trust, the dollar weighted average days to maturity to reset

3. CASH DEPOSITS AND INVESTMENTS (continued)

("WAM to Reset") of the Fixed Income Trust at September 30, 2023 is 23 days. Next interest rate reset dates for floating rate securities are used in calculation of the WAM. The weighted average days to maturity to final ("WAM to Final") of the Fixed Income Trust at September 30, 2023, is 94 days.

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 the purchase of certain investments to specific rating requirements. Investment in commercial paper is limited to ratings of A-1, P-1, or F1 for short-term investments by two of the three rating agencies: S&P, Moody's and Fitch (without regard to gradation). Investment in dollar-denominated Corporate securities is limited to companies in the United States which are rated "A" or better by two of the three rating agencies (without regard to gradation). Investments held in obligations of U.S. government agencies were rated AAA by Fitch, Aaa by Moody's and AA+ by S&P. Investments held in the portfolio as of September 30, 2023, were rated consistent with the Authority's investment policy and bond resolutions. Funds invested in money market funds and the Florida Prime are rated AAAm by S&P. Funds invested with the Fixed Income Trust are rated AAAf/S1 by Fitch Rating.

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 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: Concentration of credit risk is the inability to recover the value of deposit, investment, or collateral securities in the possession of an outside party caused by a lack of diversification. The authority mitigates its concentration of credit risk by diversifying its investment portfolio. At September 30, 2023 and 2022, the Authority did not hold investments exceeding 5 percent of the total investment portfolio (including cash and cash equivalents) except those expressly permitted pursuant to GASB statement No. 40. The investment policy limits the maximum investment in any one issuer of commercial paper to $5 million dollars.

Foreign Currency Risk Disclosure: The Authority invests only in securities that are denominated in U.S. dollars. Per the SBA, the Florida Prime was not exposed to any foreign currency risk during the period October 1, 2022 through September 30, 2023.

Valuation of Investments: The Authority utilizes the market approach to mark-to-market the fair value of its investment holdings.

GASB 72 established a hierarchy of inputs to valuation techniques used to measure fair value. That hierarchy has three levels. Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities. Level 2 inputs are inputs-other than quoted prices-included within Level 1 that are observable for the asset or liability either directly or indirectly. Finally, Level 3 inputs are unobservable inputs, such as management's assumption of the default rate among underlying mortgage of a mortgage-backed security.

GASB 72 generally requires investments to be measured at fair value. Investments not measured at fair value continue to include, for example, money market investments, 2a-7-like external investment pools such as the Florida Prime. GASB 72 requires disclosures be made about fair value measurements, the level of fair value hierarchy, and the valuation techniques. The Authority utilizes a third-party pricing service to mark-to-market holdings of U.S. Treasury securities, corporate securities, and government sponsored enterprise securities, such as Federal National Mortgage Association, Federal Home Loan Bank, and Federal Home Loan Mortgage Association. The Authority derives pricing for commercial paper holdings directly from the custody statements for each account that has commercial paper holdings. Regarding fair value hierarchy disclosure, GASB 72 characterizes Level 1 inputs as quoted prices in active markets for identical assets or liabilities therefore; the Authority has denoted Level 1 for each of the various holdings except for money market and Florida Prime investments. Per the SBA, the Florida Prime meets all of the necessary criteria to elect to measure all of the investments in Florida Prime at amortized cost. Therefore, the Authority's participant account balance is considered the fair value of its investment and is considered exempt from the GASB 72 fair value hierarchy disclosures.

3. CASH DEPOSITS AND INVESTMENTS (continued)

GASB 79 states that if a participant has an investment in a qualifying external investment pool that measures for financial reporting purposes all of its investments at amortized cost, it should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates).

According to the SBA, with regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case, may the time limit set by the Trustees exceed 15 days." With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made. As of September 30, 2023, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

4. DUE FROM OTHER GOVERNMENTAL AGENCIES

The following amounts were due from other governmental agencies as of September 30, 2023 and 2022 (in thousands):

	2023	2022
Unrestricted		
Florida Department of Transportation (FDOT)	$ 127	$ -
Orlando Orange County Expressway Authority (OOCEA)	1,084	870
Federal Aviation Administration (FAA)	6	595
Total Unrestricted	$ 1,217	$ 1,465
Restricted		
Florida Department of Transportation (FDOT)	$ 12,124	$ 23,654
Federal Aviation Administration (FAA)	23,728	3,505
Total Restricted	$ 35,852	$ 27,159

5. RESTRICTED ASSETS

The Bond Resolution and the Amended and Restated Master Subordinated 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, 2023 and 2022, composition of restricted accounts is as follows (in thousands):

	2023	2022
Debt Service Accounts	$ 327,639	$ 327,131
Capital Acquisition Accounts	304,311	302,674
Bond Construction Accounts	54,591	121,524
Passenger Facility Charges Account	189,091	171,766
Customer Facility Charges Account	126,079	108,783
Operating Reserve Account	79,345	64,128
Pension and OPEB	-	39,387
Total Restricted Assets	$ 1,081,056	$ 1,135,393

Reported in the accompanying financial statements as follows:

	2023	2022
Restricted Cash and Cash Equivalents - Current	$ 246,534	$ 256,884
Total Restricted Assets – Non Current	834,522	878,509
Total Restricted Assets	$ 1,081,056	$ 1,135,393

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6. CAPITAL ASSETS

A summary of capital assets activity for the years ended September 30, 2023 and 2022 is as follows (in thousands):

	Restated Balance October 1, 2022	Additions and Reclassifications	Deductions	Balance September 30, 2023
Property and Equipment				
Capital Assets not Depreciated				
Land	$ 263,192	$ -	$ (14,646)	$ 248,546
Assets Held for Future Use	63,637	14,646	(63,637)	14,646
	326,829	14,646	(78,283)	263,192
Other Property and Equipment				
Building	1,136,643	76,450	(52,394)	1,160,699
Improvements	2,867,990	55,247	(2)	2,923,235
Equipment	625,795	16,885	(1,456)	641,224
Motor Vehicles	107,442	1,348	(72)	108,718
	4,737,870	149,930	(53,924)	4,833,876
Accumulated Depreciation				
Building	(369,780)	(42,299)	118	(411,961)
Improvements	(1,633,094)	(89,372)	-	(1,722,466)
Equipment	(305,926)	(30,876)	1,452	(335,350)
Motor Vehicles	(49,776)	(5,732)	72	(55,436)
	(2,358,576)	(168,279)	1,642	(2,525,213)
Net Property and Equipment	2,706,123	(3,703)	(130,565)	2,571,855
Buildings – Right to Use Leased				
Buildings – Right to Use Leased	-	52,276	-	52,276
Accumulated Depreciation	-	(2,396)	-	(2,396)
Net Buildings – Right to Use Leased	-	49,880	-	49,880
Subscriptions Right of Use Asset				
Subscripton right of use asset	5,784	219	-	6,003
Accumulated Depreciation	(1,679)	(2,220)	-	(3,899)
Net Subscriptons Right of Use Asset	4,105	(2,001)	-	2,104
Property and Equipment - Held for Lease				
Capital Assets not Depreciated				
Land	8,131	-	-	8,131
Asset Held for Future Use	-	63,989	-	63,989
	8,131	63,989	-	72,120
Other Property and Equipment				
Building	2,815,986	81	(67,238)	2,748,829
Improvements	82,139	32,386	-	114,525
Equipment	9,726	-	-	9,726
	2,907,851	32,467	(67,238)	2,873,080
Accumulated Depreciation				
Building	(748,984)	(58,734)	-	(807,718)
Improvements	(79,107)	(2,175)	-	(81,282)
Equipment	(9,383)	(43)	-	(9,426)
	(837,474)	(60,952)	-	(898,426)
Net Property & Equip – Held for Lease	2,078,508	(35,504)	(67,238)	2,046,774
Construction Work in Progress				
Capital Assets not Depreciated	425,717	176,974	(107,401)	495,290
Net Capital Assets	$ 5,214,453	$ 256,654	$ (305,204)	$ 5,165,903

6. CAPITAL ASSETS (continued)

	Balance October 1, 2021	Additions and Reclassifications	Deductions	Restated Balance September 30, 2022
Property and Equipment				
Capital Assets not Depreciated				
Land	$ 263,192	$ -	$ -	$ 263,192
Assets Held for Future Use	89,698	4,470	(30,531)	63,637
	352,890	4,470	(30,531)	326,829
Other Property and Equipment				
Building	1,121,978	14,665	-	1,136,643
Improvements	2,321,866	546,128	(4)	2,867,990
Equipment	452,456	174,907	(1,568)	625,795
Motor Vehicles	107,799	417	(774)	107,442
	4,004,099	736,117	(2,346)	4,737,870
Accumulated Depreciation				
Building	(329,145)	(40,635)	-	(369,780)
Improvements	(1,558,485)	(74,609)	-	(1,633,094)
Equipment	(277,376)	(30,116)	1,566	(305,926)
Motor Vehicles	(43,918)	(6,632)	774	(49,776)
	(2,208,924)	(151,992)	2,340	(2,358,576)
Net Property and Equipment	2,148,065	588,595	(30,537)	2,706,123
Subscriptions Right to Use Asset				
Subsriptions Right to Use Asset	-	5,784	-	5,784
Accumulated Depreciation	-	(1,679)	-	(1,679)
Net Subscriptions Right to Use Asset	-	4,105	-	4,105
Property and Equipment - Held for Lease				
Capital Assets not Depreciated				
Land	8,131	-	-	8,131
Other Property and Equipment				
Building	913,957	1,902,029	-	2,815,986
Improvements	82,141	-	(2)	82,139
Equipment	9,715	11	-	9,726
	1,005,813	1,902,040	(2)	2,907,851
Accumulated Depreciation				
Building	(731,454)	(17,530)	-	(748,984)
Improvements	(77,847)	(1,260)	-	(79,107)
Equipment	(9,341)	(42)	-	(9,383)
	(818,642)	(18,832)	-	(837,474)
Net Property and Equipment - Held for Lease	195,302	1,883,208	(2)	2,078,508
Construction Work in Progress				
Capital Assets not Depreciated	2,629,435	402,613	(2,606,331)	425,717
Net Capital Assets	$ 4,972,802	$ 2,878,521	$ (2,636,870)	$ 5,214,453

6. CAPITAL ASSETS (continued)

During 2022, the Authority implemented GASB 89, *Accounting for Interest Cost Incurred Before the End of a Construction Period*, as a result, no capitalized interest was recorded for the fiscal year.

7. LEASE AND CONCESSION AGREEMENTS

The Authority accounts for leases in accordance with GASB Statement No. 87, *Leases*. The Authority's operations consist of agreements for use of land, buildings, terminal space and Minimum Annual Guarantees from concessionaires. The agreements are made up of various agreements for land, buildings, terminal space and concessions, which expire between the years 2024 and 2072. The Authority reports leases receivable with a carrying amount of $1,297.6 billion and $396.1 million as of September 30, 2023 and 2022, respectively, and a deferred inflows lease in the amount of $1,255.4 billion and $368.6 million as of September 30, 2023 and 2022, respectively, related to this agreement. The deferred inflows of resources for leases will be recognized as revenue over the term of the lease agreements.

The Authority recognized $203.3 million and $138.7 million of lease revenue principal and $40.8 million and $13.3 million of lease interest for the years ended September 30, 2023 and 2022, respectively.

The following is a schedule by years of future minimum payments from agreements as of September 30, 2023 (in thousands):

	Principal	Interest	Total Future Minimum Lease Payments
2024	$ 142,140	$ 39,927	$ 182,067
2025	131,064	35,502	166,566
2026	119,783	31,427	151,210
2027	116,194	27,593	143,787
2028	117,927	23,832	141,759
2029-2033	502,783	61,560	564,343
2034-2038	21,295	25,570	46,865
2039-2043	14,678	22,836	37,514
2044-2048	16,013	20,280	36,293
2049-2053	20,252	17,424	37,676
2054-2058	27,916	13,525	41,441
2059-2063	37,960	8,189	46,149
2064-2068	28,061	1,866	29,927
2069-2072	1,506	90	1,596
Total future minimum payments	$ 1,297,572	$ 329,621	$ 1,627,193

Minimum future payments 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 $60.8 million and $56.8 million for the years ended September 30, 2023 and 2023, respectively. The Authority has a 50-year lease with Brightline Trains Florida, LLC, formerly known as Virgin Trains USA Florida, LLC that expires in 2072. The terms of this lease extend beyond the current Operation and Use Agreement with the City of Orlando, expiring in 2065 whereby responsibility for operating the Airport would revert to the City. Upon termination of the Operation and Use Agreement with the City and the Authority, the City shall be deemed to be the lessor and bound by all provisions of the lease.

Regulated Leases

The Authority's operations include certain lease agreements that are classified as regulated leases under paragraph 42 of GASB Statement No. 87, *Leases*. These agreements consist of aeronautical lease agreements, as defined by the Federal Aviation Administration, which are made up of air carrier agreements, facility agreements that directly or

7. LEASE AND CONCESSION AGREEMENTS (continue)

substantially relate to the movement of passengers, ticketing, baggage, mail and cargo, and aircraft storage and maintenance service agreements. For these agreements, leases rates cannot exceed a reasonable amount and the Authority cannot deny potential lessees the right to enter into leases if facilities are available, provided that the potential lessee's use of the facilities complies with use restrictions. The Authority recognizes the revenues from these lease agreements as inflows each year based on the payment provisions of each lease contract. The Authority recognized $141.2 million and $106.4 million of regulated lease revenue for the years ended September 30, 2023 and 2022, respectively.

The following is a schedule by years of future minimum payments from regulated lease agreements as of September 30 (in thousands):

	Total Future Minimum Lease Payments
2024	$ 158,541
2025	9,376
2026	8,886
2027	8,199
2028	8,078
2029-2033	34,572
2034-2038	24,849
2039-2043	8,479
2044-2048	4,875
Total future minimum payments	$ 265,853

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. The Authority authorized all full time employees hired before October 1, 1999, other than firefighters to participate in the Defined Benefit Plan (DB Plan). The Authority authorized employees hired after September 30, 1999 to participate in the single-employer Defined Contribution Retirement Plan (DC Plan), other than firefighters. 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.

As of September 30 the two defined benefit plans have an net pension (asset) liability as follows:

	FY 23	FY 22
DB Plan (Asset) Liability	$ 20,961	$ (20,515)
FRS Pension (Asset) Liability		
Florida Retirment System (FRS)	16,709	14,596
Health Insurance Subsidy (HIS)	3,368	2,146
	$ 41,038	$ (3,773)

Reported in the accompanying financial statements as follows:

	FY 23	FY 22
Net Pension Asset	$ -	$ 20,515
Net Pension Liability	41,038	16,742
	$ 41,038	$ 3,773

8. PENSION PLANS (continued)

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, a closed 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 distributes the DB Plan benefits. The Authority' actuary prepares an actuarial valuation report which includes required supplementary information for the DB Plan, which may be obtained by writing to Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827, Attention: Human Resources.

Plan Description: Each full-time employee became eligible on the date of completion of 12 months of employment. 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, for the employees final 10 years, with a maximum of 75% of the average earnings. In the event of early retirement, there is a 3% benefit reduction per year that the benefit commencement date precedes age 65. 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 after the first year of credited service and achieves 100% vesting after five years of service. A member may elect to retire earlier than the normal retirement eligibility upon attainment of age 55 and seven years of credited service. Benefit provisions are established and may be amended by the Authority Board. The Plan is administered by a Retirement Benefits Committee appointed by the Authority Board.

If a member dies prior to actual retirement, the Beneficiary will receive a monthly benefit beginning on the earliest date on which the member could have retired had death not occurred. The benefit for a spouse Beneficiary is equal to one-half the amount that would have been payable had the member terminated employment a day prior to the date of death and selected the 50% Contingent Annuity Form. If the Beneficiary is not the spouse, then the benefit will be paid in the actuarial equivalent amount over a five-year period commencing within one year of death. If the member dies after actual retirement, payment to the Beneficiary will begin the first day of the month following the date of death.

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.

Current plan membership as of October 1, 2021, is as follows:

Inactive Plan members or Beneficiaries currently receiving benefits	369
Inactive Plan members Entitled to but not yet receiving benefits	76
Active Plan members	35
Total membership	480

Net Pension Liability

The total pension liability was measured as of September 30, 2022. The total pension liability used to calculate the net pension liability was determined as of that date.

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8. PENSION PLANS (continued)

Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of October 1, 2021 updated to September 30, 2022, using the following actuarial assumptions applied to all measurement periods.

Inflation	2.50 %
Salary Increases	4.00%
Investment Rate of Return	6.75%
Mortality	Pub G.H-2010 Generational with Mortality Improvement Scale MP-2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of September 30, 2022, are summarized in the following table.

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic Equity	45 %	7.50 %
International Equity	15	8.50
Broad Market Fixed Income	35	5.00
Global Tactical Asset Allocation	5	3.50
Total allocation	100 %	

Discount Rate

The discount rate used to measure the total pension liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that the Authority's contribution will be made at the actuarially determined contribution rate. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, long term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

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8. PENSION PLANS (continued)

Changes to Net Pension Liability as of September 30, 2023 (in thousands)

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances at September 30, 2022	$ 144,657	$ 165,172	$ (20,515)
Changes for a Year:			
Service Cost	617	-	617
Interest	9,418	-	9,418
Contribution – Employer	-	1,298	(1,298)
Net Investment Income	-	(31,427)	31,427
Changes in Assumptions	-	-	-
Changes in Benefit Terms	-	-	-
Differences in Expected and Actual Experience	1,281	-	1,281
Benefits Payments Including Refunds of Employee Contributions	(11,494)	(11,494)	-
Administrative Expense	-	(31)	31
Net Changes	(178)	(41,654)	41,476
Balance at September 30, 2023	$ 144,479	$ 123,518	$ 20,961

Changes to Net Pension Liability as of September 30, 2022 (in thousands)

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a)-(b)
Balances at September 30, 2021	$ 145,461	$ 145,369	$ 92
Changes for a Year:			
Service Cost	629	-	629
Interest	9,854	-	9,854
Contribution – Employer	-	2,009	(2,009)
Net Investment Income	-	28,465	(28,465)
Changes in Assumptions	(313)	-	(313)
Changes in Benefit Terms	-	-	-
Differences in Expected and Actual Experience	(341)	-	(341)
Benefits Payments Including Refunds of Employee Contributions	(10,633)	(10,633)	-
Administrative Expense	-	(38)	38
Net Changes	(804)	19,803	(20,607)
Balance at September 30, 2022	$ 144,657	$ 165,172	$ (20,515)

8. PENSION PLANS (continued)

Sensitivity of net pension liability to changes in the discount rate. The following presents the net pension liability of the Authority, calculated using the discount rate of 6.75%, as well as what the Authority's net pension liability would be if it were calculated using a discount rate that is 1 percent lower (5.75%) or 1 percent higher (7.75%) than the current rate (in thousands):

	1% Decrease 5.75%	Current Discount Rate 6.75%	1% Increase 7.75%
Net Pension Liability (Asset) 9/30/2023	$ 34,204	$ 20,961	$ 9,589

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
Net Pension Liability (Asset) 9/30/2022	$ (6,940)	$ (20,515)	$ (32,157)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in a separately issued Plan financial report.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2023, the Authority recognized a pension expense of ($5.0) million. On September 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	$ -	$ -
Difference Between Expected and Actual Experience	-	-
Difference Between Projected and Actual Earnings on Pension Plan Investments	22,342	-
Employer Contributions Subsequent to the Measurement Date	641	-
Total	$ 22,983	$ -

8. PENSION PLANS (continued)

For the year ended September 30, 2022, the Authority recognized a pension expense of ($5.4) million. On September 30, 2022, the Authority reported deferred outflows of resources and deferred inflows of resources related to pension from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	$ -	$ -
Difference Between Expected and Actual Experience	-	-
Difference Between Projected and Actual Earnings on Pension Plan Investments	-	15,404
Employer Contributions Subsequent to the Measurement Date	1,298	-
Total	$ 1,298	$ 15,404

The deferred outflows of resources related to the Pension Plan, totaling $.6 million resulting from the Authority's contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the subsequent fiscal period rather than in the current fiscal period. Other amounts reported as deferred inflows of resources and deferred outflows of resources related to the Pension Plan will be recognized in pension expense as follows (in thousands):

Years Ended September 30:	
2024	$ 5,203
2025	3,965
2026	4,728
2027	8,446
Total	$ 22,342

Funded Status and Funding Progress: As of October 1, 2022, the most recent actuarial valuation date, the DB Plan was 100.3% funded. The actuarial accrued liability for benefits was $145.4 million, and the actuarial value of assets was $145.9 million resulting in an unfunded actuarial accrued liability (UAAL) of $.4 million. The covered payroll was $2.8 million, and the ratio of the UAAL to the covered payroll was (14%).

Other required schedules of Changes in Net Pension Liability and Related Ratios, and Schedule of Contributions are presented as required supplementary information immediately following the notes to the financial statements.

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, 2023 and 2022, there were 714 and 649 active plan members respectively. The plan provides retirement and death benefits to plan participants and beneficiaries.

General: The DC Plan is administered by a Retirement Benefits 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 may

8. PENSION PLANS (continued)

contribute up to 10%. The DC Plan allows the employee's first 4% of 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 $46.2 million and $38.8 million for the years ended September 30, 2023 and 2022 respectively. The Authority contributed $4.5 million and $3.8 million for the years ended September 30, 2023 and 2022 respectively. Participants contributed $2.0 million and $1.7 million for the years ended September 30, 2023 and 2022 respectively.

Multi-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 Department of Management Services, Division of Retirement, Research and Education, Post Office Box 9000, Tallahassee, Florida 32315-9000, or by calling (877) 377-1737.

Participation in the FRS is compulsory for all 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 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.

As a participant in FRS, the Authority is also a participant in the Retiree Health Insurance Subsidy (HIS) Program, which is a non-qualified cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The Florida Legislature establishes and amends the contribution requirements and benefit term of the HIS Program. The benefit is a monthly payment to assist eligible retirees and surviving beneficiaries of the state-administered retirement systems in paying their health insurance costs. Per the Chapter 2023-193, Laws of Florida, the level of monthly benefits increased from $5 times years of service to $7.50, with an increased minimum of $45 and maximum of $225. This change applies to all years of service for both members currently in pay and members not yet in pay. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which may include Medicare.

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 Deferred Retirement Option Program (DROP) participants and reemployed retirees who are initially reemployed under

8. PENSION PLANS (continued)

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 Authority's required contribution rates were as follows:

	Special Risk	DROP
July 1, 2023 – June 30, 2024	32.67%	21.13%
July 1, 2022 – June 30, 2023	27.83%	18.60%
July 1, 2021 – June 30, 2022	25.89%	18.34%

The Authority's contributions to the FRS for each of the years ended September 30, 2023 and 2022 were approximately $2.3 million and $1.9 million, respectively, which represents the required contributions for each year.

At September 30, 2023, the Authority reported a liability of $16.7 million and $3.4 million for its proportionate share of the net pension liability for the FRS Pension Plan and HIS Program respectively. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The Authority's proportion of the net pension liability was based on the historical contributions made by the Authority. At June 30, 2023, the Authority's proportion was 0.041933125 percent and 0.021207308 percent for the FRS Pension Plan and HIS Program respectively, which was an increase from 0.039228423 percent and 0.020259260 percent respectively from its proportionate share as of June 30, 2022.

For the years ended September 30, 2023 and 2022 the Authority recognized pension expense of $4.8 million and $2.1 million related to the FRS and HIS plans.

Actuarial Assumptions

Actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumption Conference. The FRS Pension Plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan was completed in 2019 for the period July 1, 2013 through June 30, 2018. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for that program. The actuarial assumptions that determined the total pension liability for the HIS program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each cost-sharing defined benefit plan was determined using the individual entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.40%. Payroll growth for both plans is assumed at 3.25%. Both the discount rate and the long term expected rate of return used for FRS Pension Plan investments is 6.70%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return.

8. PENSION PLANS (continued)

Because the HIS program uses a pay-as-you-go funding structure, a municipal bond rate of 3.65% was used to determine the total pension liability for the program (Bond Buyer General Obligation 20-Bond Municipal Bond Index). Mortality assumptions for both the FRS Pension Plan and the HIS Program were based on the PUB-2010 base table.

The following changes in actuarial assumptions occurred in 2023:

- HIS: The discount rate was modified to reflect the change in the value of the municipal bond index between GASB measurement dates.
- HIS: Chapter 2023-193, Laws of Florida (Senate Bill 7024), increased the level of monthly benefits from $5 times years of service to $7.50, with an increased minimum of $45 and maximum of $225. This change applies to all years of service for both members currently receiving benefits and members not yet receiving benefits.

Sensitivity Analysis

The following represents the sensitivity of the Authority's proportionate share of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact of the authority's proportionate share of the net pension liability if the discount rate was 1.00% higher or 1.00% lower than the current discount rate at June 30, 2023 and 2022 (in thousands).

FRS Net Pension Liability (Asset)

	1% Decrease 5.70%	Current Discount Rate 6.70%	1% Increase 7.70%
June 30, 2023	$28,542	$16,709	$ 6,809
June 30, 2022	$25,243	$14,596	$ 5,694

HIS Net Pension Liability

	1% Decrease	Current Discount Rate	1% Increase
2023	2.65%	3.65%	4.65%
2022	2.54%	3.54%	4.54%
June 30, 2023	$3,842	$3,368	$2,975
June 30, 2022	$2,455	$2,146	$1,890

Pension Expense and Deferred Outflows/(Inflows) of Resources

In accordance with GASB, changes in the net pension liability are recognized in pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current measurement period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees)
- Changes of assumption or other inputs – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employee)

8. PENSION PLANS (continued)

- Changes in proportion and differences between contributions and proportionate share of contributions-amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees)
- Differences between expected and actual earnings on pension plan investments – amortized over five years

Contributions to the pension plans from the Authority are not included in collective pension expense.

The average expected remaining service life of all employees provided with pensions through the pension plans at June 30, 2023 was 5.3 years for FRS and 6.3 years for HIS. The components of collective pension expense reported in the pension allocation schedules for the fiscal year ended June 30, 2023, are presented below for each plan (in thousands):

Florida Retirement System

	Recognized in Expense Fiscal Year Ending 2023	Deferred Outflows of Resources	Deferred Inflows of Resources
Service Cost	$ 1,162	$ -	$ -
Interest Cost	6,010	-	-
Effect of plan changes	559	-	-
Effect of economic/demographic gains or losses (difference between expected and actual experience)	491	1,569	-
Effect of assumptions changes or inputs	832	1,089	-
Member Contributions	(331)	-	-
Projected investment earnings	(4,963)	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	(129)	1,090	(1,611)
Net difference between projected and actual investment earnings	(310)	698	-
Administrative Expenses	11	-	-
Employer Contributions	(2,017)	-	-
Net Contributions Subsequent to Measurement Date	(50)	534	-
Total	$ 1,265	$ 4,980	$ (1,611)

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8. PENSION PLANS (continued)

Health Insurance Subsidy

	Recognized in Expense Fiscal Year Ending 2023	Deferred Outflows of Resources	Deferred Inflows of Resources
Service Cost	$ 44	$ -	$ -
Interest Cost	83	-	-
Effect of plan changes	1,187	-	-
Effect of economic/demographic gains or losses (difference between expected and actual experience)	17	49	(8)
Effect of assumptions changes or inputs	(63)	89	(292)
Member Contributions	-	-	-
Projected investment earnings	(4)	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	62	275	(106)
Net difference between projected and actual investment earnings	1	2	-
Administrative Expenses	-	-	-
Employer Contributions	(140)	-	-
Net Contributions Subsequent to Measurement Date	(4)	38	-
Total	$ 1,184	$ 452	$ (406)

Florida Retirement System

	Recognized in Expense Fiscal Year Ending 2022	Deferred Outflows of Resources	Deferred Inflows of Resources
Service Cost	$ 1,034	$ -	$ -
Interest Cost	5,497	-	-
Effect of plan changes	39	-	-
Effect of economic/demographic gains or losses (difference between expected and actual experience)	302	693	-
Effect of assumptions changes or inputs	1,186	1,798	-
Member Contributions	(302)	-	-
Projected investment earnings	(5,291)	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	(220)	790	(2,207)
Net difference between projected and actual investment earnings	(425)	964	-
Administrative Expenses	9	-	-
Employer Contributions	(1,674)	-	-
Net Contributions Subsequent to Measurement Date	(32)	484	-
Total	$ 123	$ 4,729	$ (2,207)

8. PENSION PLANS (continued)

Health Insurance Subsidy

	Recognized in Expense Fiscal Year Ending 2022	Deferred Outflows of Resources	Deferred Inflows of Resources
Service Cost	$ 59	$ -	$ -
Interest Cost	56	-	-
Effect of plan changes	1	-	-
Effect of economic/demographic gains or losses (difference between expected and actual experience)	16	65	(9)
Effect of assumptions changes or inputs	(19)	123	(332)
Member Contributions	-	-	-
Projected investment earnings	(2)	-	-
Changes in proportion and differences between contributions and proportionate share of contributions	47	261	(138)
Net difference between projected and actual investment earnings	1	4	-
Administrative Expenses	-	-	-
Employer Contributions	(123)	-	-
Net Contributions Subsequent to Measurement Date	-	33	-
Total	$ 36	$ 486	$ (479)

As of September 30, 2023 and 2022, respectively, the deferred outflows of resources of $0.6 million and $0.5 million related to employer contributions paid subsequent to the measurement date and prior to the Authority's fiscal year end for the FRS Pension Plan and HIS Program, will be recognized as a reduction of the net pension liability in the subsequent reporting period. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension expense will be recognized as follows (in thousands):

Reporting Period Ending September 30	FRS Expense	HIS Expense
2024	$ (63)	$ 123
2025	(181)	(17)
2026	2,744	(28)
2027	261	(55)
2028	75	(29)
Thereafter	-	(2)
Total	$ 2,836	$ (8)

The required schedules of Proportionate Share of Net Pension Liability and Schedule of Contributions as required supplementary information are presented immediately following the notes to the financial statements.

8. PENSION PLANS (continued)

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. 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. The employers' contributions are based on salary and FRS membership class. 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. As of September 30, 2023 and 2022, the Authority had eight participants in this plan.

Pension Expense

The combined pension expense across all plans for September 30, 2023 and 2022 was $0.5 million and $0.5 million 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 participant's normal retirement date or early retirement date and who receive pension benefits immediately upon termination. The Authorities' actuary issues an actuarial report that includes required supplementary information for GOAAHP, which may be obtained by writing to Greater Orlando Aviation Authority, One Jeff Fuqua Boulevard, Orlando, Florida 32827, Attention: Human Resources.

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 Authority's premium contribution for employees retiring after August 2, 1997 and for employees hired prior to October 1, 2006 is as follows:

Credited Service	Contribution
20 or more years	100%
15 but less than 20 years	75%
10 but less than 15 years	50%
Less than 10 years	0%

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

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, 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 closed twenty year period.

As of September 30, 2022, the measurement date, a fiscal year behind of the Authority, the following employees were covered by the benefit terms:

Inactive Plan Members, Covered Spouses, or Beneficiaries currently Receiving Benefits	421
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	744
Total employees covered	1,165

Net OPEB Liability (Asset): The Authority's net OPEB Liability (Asset) was measured as of September 30, 2022, and the total OPEB liability (asset) used to calculate the net OPEB liability (asset) was determined by an actuarial valuation as of that date.

Actuarial Assumptions: The total OPEB liability (asset) was determined by an actuarial valuation as of October 1, 2021 updated to September 30, 2022 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50%
Salary Increases	4.00%
Discount Rate	6.50%
Investment Rate of Return	6.50%
Health cost trend rates	4.00% - 7.50%

All mortality rates were based on the Pub-2010 mortality tables. All mortality rates are those outlined in Milliman's July 1, 2019 Florida Retirement System (FRS) valuation report with appropriate adjustments made based on plan demographics. All tables include fully generational adjustments for mortality improvements using gender-specific improvement scale MP-2018.

Mortality - Active Lives:
For female lives, the headcount-weighted PubG-2010 female above-median income employee table was used. For male lives, the headcount-weighted PubG-2010 male above-median income employee table, set back one year, was used.

Mortality - Inactive Healthy Lives:
For female lives, the headcount-weighted PubG-2010 female healthy retiree table was used. For male lives, the headcount-weighted PubG-2010 male healthy retiree table, set back one year, was used.

Mortality - Disabled Lives:
For female lives, the headcount-weighted PubG-2010 female disabled retiree table, set forward 3 years, was used. For male lives, the headcount-weighted PubG-2010 male disabled retiree table, set forward 3 years, was used.

The other significant actuarial assumptions used in the October 1, 2021 valuation were based on the results of experience studies conducted in 2021.

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

The long-term investment objective of the OPEB trust is the preservation of principal and to meet the actuarial return assumptions as revised with each annual actuarial report. The RBC shall review and monitor this rate upon receipt of the annual actuarial report. On an annual basis, the RBC shall determine the total expected annual rate of return for the current year. The RBC shall use this determination only to notify the Aviation Authority Board, the plan's sponsor, and the consulting actuary of material differences between the total expected annual rate of return and the actuarial assumed rate of return.

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
US Equity	50%	7.50%
International Equity	15%	8.50%
Domestic Bonds	35%	2.50%
Total allocation	100%	

Discount Rate: The projection of cash flows used to determine the Discount Rate assumed that current Authority contributions will be made at the current contribution rate (100%). Based on this assumption, the OPEB Plans' Fiduciary Net Position was projected to provide all future benefit payments. Therefore, the single equivalent discount rate was set equal to the investment rate of return assumption, 6.50%.

Sensitivity of the Net OPEB Liability (Asset) to the changes in the Discount Rate: The following present the Net OPEB Liability (Asset) of the Authority, as well as what the Authority's Net OPEB Liability (Asset) would be if it were calculated using a discount rate that is one percentage-point lower or one percentage-point higher than the current discount rate (in thousands):

	Net OPEB Liability (Asset)		
	1% Decrease 5.50%	Current Discount Rate 6.50%	1% Increase 7.50%
September 30, 2023	$ 9,640	$ 1,571	$ (5,158)
September 30, 2022	$ (11,249)	$ (18,872)	$ (25,231)

The following present the Net OPEB Liability (Asset) of the Authority, as well as what the Authority's Net OPEB Liability (Asset) would be if it were calculated using healthcare cost trend rates that are one percentage-point lower or one percentage-point higher than the current healthcare cost trend rates (in thousands):

	Net OPEB Liability (Asset)		
	1% Decrease 3.00% - 6.50%	Healthcare Cost Trend Rate 4.00% - 7.50%	1% Increase 5.00% - 8.50%
September 30, 2023	$ (6,520)	$ 1,571	$ 11,371
September 30, 2022	$ (26,703)	$ (18,872)	$ 9,363

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

Changes in Net OPEB Liability (Asset) as of September 30, 2023 (in thousands)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (Asset) (a)-(b)
Balances at September 30, 2022	$ 67,375	$ 86,247	$ (18,872)
Changes for a Year:			
Service Cost	1,185	-	1,185
Interest	4,373	-	4,373
Differences in Expected and Actual Experience	54	-	54
Changes of Assumptions	920	-	920
Changes of benefit terms	-	-	-
Contributions – Employer	-	693	(693)
Contributions – Employee	-	-	-
Net Investment Income	-	(14,565)	14,565
Benefits Payments	(2,729)	(2,729)	-
Administrative Expense	-	(39)	39
Other Changes	-	-	-
Net Changes	3,803	(16,640)	20,443
Balance at September 30, 2023	$ 71,178	$ 69,607	$ 1,571

Changes in Net OPEB Liability (Asset) as of September 30, 2022 (in thousands)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (Asset) (a)-(b)
Balances at September 30, 2021	$ 68,313	$ 73,032	$ (4,719)
Changes for a Year:			
Service Cost	1,299	-	1,299
Interest	4,356	-	4,356
Differences in Expected and Actual Experience	(1,397)	-	(1,397)
Changes of Assumptions	(2,746)	-	(2,746)
Changes of benefit terms	-	-	-
Contributions – Employer	-	1,289	(1,289)
Contributions – Employee	-	-	-
Net Investment Income	-	14,416	(14,416)
Benefits Payments	(2,450)	(2,450)	-
Administrative Expense	-	(40)	40
Other Changes	-	-	-
Net Changes	(938)	13,215	(14,153)
Balance at September 30, 2022	$ 67,375	$ 86,247	$ (18,872)

9. POSTEMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB: For the years ended September 30, 2023 and 2022, the Authority recognized OPEB Expense of ($.3) million and ($3.5) million respectively.

As of September 30, 2023, the Authority reported Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	$ 872	$ 1,621
Changes of Assumptions	789	7,703
Net difference between Projected and Actual	-	-
Earnings on Plan investments	9,946	-
Employer contributions subsequent to the measurement date	-	-
	$ 11,607	$ 9,324

Amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB will be recognized in OPEB expense as follows (in thousands):

Years Ended September 30:	
2024	$ 495
2025	101
2026	454
2027	2,794
2028	(1,182)
Thereafter	379
Total	$ 3,041

As of September 30, 2022, the Authority reported Deferred Outflows of Resources and Deferred Inflows of Resources related to OPEB from the following sources (in thousands):

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between Expected and Actual Experience	$ 1,032	$ 1,945
Changes of Assumptions	-	9,350
Net difference between Projected and Actual	-	-
Earnings on Plan investments	-	8,316
Employer contributions subsequent to the measurement date	693	-
	$ 1,725	$ 19,611

The required schedule of contributions and changes in Net OPEB Liability (Asset) and related ratios is presented as required supplementary information immediately following the notes to the financial statements.

10. RISK MANAGEMENT – WORKER'S COMPENSATION

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. The Authority uses a third party administrator to provide claims administration and associated reporting services. 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.

Changes in the Authority's workers compensation claims liability are as follows as of September 30, 2023 and 2022 (in thousands):

	2023	2022
Beginning Balance	$ 718	$ 474
Incurred claims and claims adjustment expenses:		
Provisions for insured events of the current fiscal year	(335)	350
Increase (Decrease) in provision for insured events of prior years	(367)	(28)
Total incurred claims and claims adjustment expenses	(702)	322
Payments:		
Claims and claims adjustment expenses attributable to insured events of current year	(136)	(118)
Claims and claims adjustment expenses attributable to insured events of prior year	172	(86)
Total payments	36	(204)
Expected Recoveries from or additional payments for prior year claims	612	126
Ending Balance	$ 664	$ 718

This liability is reported in the accompanying financial statements as accounts payable and accrued liabilities payable from restricted assets.

	2023	2022
Orlando International Airport	$ 603	$ 652
Orlando Executive Airport	61	66
Total	$ 664	$ 718

11. LONG-TERM LIABILITIES

A summary of long-term liability activity for the year ended September 30, 2023 is as follows (in thousands):

	Balance October 1, 2022	Additions	Deductions	Balance September 30, 2023	Amounts Due Within One Year	Amounts Due After One Year
Airport Facilities Revenue Bonds						
Public Offerings						
Senior Lien Bonds						
Series 2010A (NON-AMT)	$ 48,830	$ -	$ (1,535)	$ 47,295	$ 1,600	$ 45,695
Series 2015A (AMT)	181,145	-	(3,670)	177,475	3,760	173,715
Series 2016A (AMT)	62,130	-	(670)	61,460	620	60,840
Series 2016B (NON-AMT)	93,130	-	(2,025)	91,105	2,120	88,985
Series 2016C (Taxable)	68,085	-	(675)	67,410	3,150	64,260
Series 2019A (AMT)	1,114,985	-	(28,430)	1,086,555	34,715	1,051,840
Series 2022A (AMT)	183,100	-	-	183,100	2,775	180,325
Series 2022B (Taxable)	64,050	-	-	64,050	-	64,050
Series 2022C (AMT)	8,665	-	-	8,665	1,275	7,390
Series 2022D (NON-AMT)	19,735	-	-	19,735	1,570	18,165
Series 2022E (Taxable)	11,490	-	-	11,490	1,020	10,470
Priority Subordinated Indebtedness						
Series 2016 Priority Subordinated (AMT)	38,350	-	(5,640)	32,710	5,920	26,790
Series 2017A Priority Subordinated (AMT)	844,575	-	-	844,575	3,965	840,610
Total Bonds from Public Offerings	2,738,270	-	(42,645)	2,695,625	62,490	2,633,135
Direct Placement						
Senior Lien Bonds						
Series 2016D (Taxable)	19,273	-	(15,598)	3,675	3,675	-
Total Bonds from Direct Placement	19,273	-	(15,598)	3,675	3,675	-
Total Revenue Bonds	2,757,543	-	(58,243)	2,699,300	66,165	2,633,135
Add unamortized premiums and (discounts)	307,090	-	(19,065)	288,025	-	288,025
Net Revenue Bonds	3,064,633	-	(77,308)	2,987,325	66,165	2,921,160
Special Purpose Facilities Bonds						
Series 2018CFC (Taxable) (Direct Placement)	111,196	-	(20,732)	90,464	21,459	69,005
Total Outstanding Bonds	3,175,829	-	(98,040)	3,077,789	87,624	2,990,165
FDOT Indebtedness (Direct Borrowing)	50,241	-	(50,241)	-	-	-
Lines of Credit (Direct Borrowing)	46,031	15,500	(45,055)	16,476	-	16,476
Lease Obligations	-	54,983	(1,267)	53,716	1,471	52,245
Subscription Liability	3,536	218	(2,370)	1,384	1,225	159
Net Pension Liability	16,742	65,059	(40,763)	41,038	-	41,038
Net OPEB Liability	-	26,673	(25,102)	1,571	-	1,571
Advanced rent from tenants	12,259	215,281	(213,607)	13,933	13,556	377
Other Liabilities						
Compensated Absences (1)	6,005	2,141	(1,706)	6,440	6,064	376
Pollution Remediation Liability (1)	2,378	(633)	(172)	1,573	226	1,347
Total Other Liabilities	8,383	1,508	(1,878)	8,013	6,290	1,723
Total Long-term Liabilities	$ 3,313,021	$ 379,222	$ (478,323)	$ 3,213,920	$ 110,166	$ 3,103,754

(1) Compensated absences and the pollution remediation liability due within one year are included in current accounts payable and accrued liabilities on the statement of net position.

11. LONG-TERM LIABILITIES (continued)

A summary of long-term liability activity for the year ended September 30, 2022 is as follows (in thousands):

	Balance October 1, 2021	Additions	Deductions	Balance September 30, 2022	Amounts Due Within One Year	Amounts Due After One Year
Airport Facilities Revenue Bonds						
Public Offerings						
Senior Lien Bonds						
Series 2009C (NON-AMT)	$ 5,080	$ -	$ (5,080)	$ -	$ -	$ -
Series 2010A (NON-AMT)	51,325	-	(2,495)	48,830	1,535	47,295
Series 2011B (AMT)	12,675	-	(12,675)	-	-	-
Series 2011C (NON-AMT)	27,765	-	(27,765)	-	-	-
Series 2011D (Taxable)	3,405	-	(3,405)	-	-	-
Series 2012A (AMT)	37,065	-	(37,065)	-	-	-
Series 2015A (AMT)	185,430	-	(4,285)	181,145	3,670	177,475
Series 2016A (AMT)	63,750	-	(1,620)	62,130	670	61,460
Series 2016B (NON-AMT)	95,060	-	(1,930)	93,130	2,025	91,105
Series 2016C (Taxable)	68,745	-	(660)	68,085	675	67,410
Series 2019A (AMT)	1,125,455	-	(10,470)	1,114,985	28,430	1,086,555
Series 2022A (AMT)	-	183,100	-	183,100	-	183,100
Series 2022B (Taxable)	-	64,050	-	64,050	-	64,050
Series 2022C (AMT)	-	8,665	-	8,665	-	8,665
Series 2022D (NON-AMT)	-	19,735	-	19,735	-	19,735
Series 2022E (Taxable)	-	11,490	-	11,490	-	11,490
Priority Subordinated Indebtedness						
Series 2016 Priority Subordinated (AMT)	43,720	-	(5,370)	38,350	5,640	32,710
Series 2017A Priority Subordinated (AMT)	923,830	-	(79,255)	844,575	-	844,575
Total Bonds from Public Offerings	2,643,305	287,040	(192,075)	2,738,270	42,645	2,695,625
Direct Placement						
Senior Lien Bonds						
Series 2013A (AMT)	29,530	-	(29,530)	-	-	-
Series 2016D (Taxable)	27,323	-	(8,050)	19,273	15,598	3,675
Total Bonds from Direct Placement	56,853	-	(37,580)	19,273	15,598	3,675
Total Revenue Bonds	2,700,158	287,040	(229,655)	2,757,543	58,243	2,699,300
Add unamortized premiums and (discounts)	302,718	33,349	(28,977)	307,090	-	307,090
Net Revenue Bonds	3,002,876	320,389	(258,632)	3,064,633	58,243	3,006,390
Special Purpose Facilities Bonds						
Series 2018CFC (Taxable) (Direct Placement)	131,224	-	(20,028)	111,196	20,732	90,464
Total Outstanding Bonds	3,134,100	320,389	(278,660)	3,175,829	78,975	3,096,854
FDOT Indebtedness (Direct Borrowing)	50,241	-	-	50,241	2,510	47,731
Lines of Credit (Direct Borrowing)	251,238	167,563	(372,770)	46,031	-	46,031
Subscription Liability	1,354	4,420	(2,238)	3,536	2,268	1,268
Net Pension Liability	5,312	19,246	(7,816)	16,742	-	16,742
Advanced rent from tenants	15,649	125,136	(128,526)	12,259	11,779	480
Other Liabilities						
Compensated Absences (1)	5,388	1,752	(1,135)	6,005	5,077	928
Pollution Remediation Liability (1)	2,376	701	(699)	2,378	856	1,522
Total Other Liabilities	7,764	2,453	(1,834)	8,383	5,933	2,450
Total Long-term Liabilities	$ 3,465,658	$ 639,207	$ (791,844)	$ 3,313,021	$ 101,465	$ 3,211,556

(1) Compensated absences and the pollution remediation liability due within one year are included in current accounts payable and accrued liabilities on the statement of net position.

11. LONG-TERM LIABILITIES (continued)

Principal and Interest Requirements to Maturity:

The debt service requirements to maturity for the bonded indebtedness as of September 30, 2023 (in thousands):

Public Offerings

	Fiscal Year	Principal	Interest	Total
Revenue Bonds				
	2024	$ 62,490	$ 122,123	$ 184,613
	2025	64,330	119,102	183,432
	2026	67,290	115,952	183,242
	2027	69,345	112,661	182,006
	2028	71,705	109,246	180,951
	2029-2033	338,345	501,016	839,361
	2034-2038	420,875	411,571	832,446
	2039-2043	497,430	303,286	800,716
	2044-2048	566,155	177,563	743,718
	2049-2053	499,160	55,884	555,044
	2054-2055	38,500	1,526	40,026
Total Revenue Bonds		2,695,625	$ 2,029,930	$ 4,725,555
Add unamortized premiums and discounts		288,025		
Net Revenue Bonds-Public Offerings		$ 2,983,650		

Direct Placement

	Fiscal Year	Principal	Interest	Total
Revenue and Special Bonds				
	2024	$ 25,134	$ 3,005	$ 28,139
	2025	22,213	2,210	24,423
	2026	22,992	1,430	24,422
	2027	23,800	623	24,423
Total Revenue and Special Bonds		94,139	$ 7,268	$ 101,407
Add unamortized premiums and discounts		-		
Net Revenue and Special Bonds-Direct Placement		$ 94,139		
Total Outstanding Bonds		$ 2,789,764	$ 2,037,198	$ 4,826,962
Add unamortized premiums and discounts		288,025		
Total Net Outstanding Bonds		$ 3,077,789		

11. LONG-TERM LIABILITIES (continued)

		Direct Borrowing
Lines of Credit		
	2024**	$ 16,476
Total Lines of Credit		$ 16,476

**The Lines of Credit due in fiscal year 2024 were excluded from current liabilities, as these can be repaid with other long-term credit lines. Additionally it is the Authority's intention to repay this debt with proceeds from a future Bond issue.

Airport Facilities Revenue Bonds (Senior Lien Bonds)

The Authority issues Airport Facilities Revenue Bonds under and pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution, authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida adopted by the governing board of the Authority, on September 16, 2015, having an effective date of May 1, 2017 (the "Bond Resolution"). As of September 30, 2023, the Authority has outstanding $3.0 billion in Airport Facilities Revenue Bonds issued from 2010 to 2022, and payable through October 1, 2055. Proceeds from the Airport Facilities Revenue Bonds provided financing for various airport capital projects and refunding for previously issued debt.

The Airport Facilities Revenue Bonds are secured by a senior lien on and pledge of airport revenues, net of specified operating expenses, along with certain other revenues to the extent they are expressly pledged by the Authority (e.g. Available PFC Revenues). The Authority has agreed to maintain rates and charges each year to provide (i) Net Revenues plus any Transfers (each as defined in the Bond Resolution), equal to at least 1.25 times the sum of the aggregate debt service on all outstanding senior lien Airport Facilities Revenue Bonds each fiscal year, and (ii) Net Revenues plus any Transfers and Subordinated Pledged Revenues (as defined in the Bond Resolution), equal to at least 1.00 time on all debt outstanding under the Bond Resolution.

Events of default for bonds issued under the Bond Resolution include nonpayment events, bankruptcy events, and noncompliance with covenants. No assets have been pledged as collateral and no rights of acceleration exist under the Bond Resolution. In the event of default, the Authority shall, if demanded by the trustee, account for all Revenues, moneys, securities, and funds pledged by the Resolution, pay over to the Trustee all moneys, securities and Funds held in any Fund or account under the Resolution and, as received, all Revenues which the Trustee shall first apply to Operation and Maintenance expenses, including payment of reasonable charges of expenses of the Trustee and reasonable fees and disbursements to counsel, and then to payment of interest and principal and redemption price due on the Bonds in order of priority.

11. LONG-TERM LIABILITIES (continued)

Total principal and interest remaining on the Airport Facilities Revenue Bonds as of September 30, 2023, is $4.7 billion with annual requirements ranging from $188.3 million due in the fiscal year 2024 to $20.0 million in the final year, with the highest requirement of $188.3 million in the fiscal year 2024. For the twelve-months, ended September 30, 2023, principal and interest requirements were $189.9 million. The revenues pledged for the year were $508.0 million. This represents $427.3 million in Net Revenues as calculated per the Bond Resolution, and $80.7 of Available PFC Revenues as a direct offset of PFC debt service as authorized under the Bond Resolution.

	2023	2022
Rate Covenants per Bond Resolution (in thousands)		
Net Revenues for debt service	$ 427,334	$ 478,968
Aggregate Debt Service on senior lien bonds	$ 138,922	$ 132,556
Less PFC Supported Bonds	(80,709)	(75,659)
Net debt service on senior lien bonds	58,213	56,897
Debt Service on subordinated bonds and other parity indebtedness	96,045	48,137
Repayment Obligations (Secondary Subordinated Debt)	-	121,533
Total debt service on senior lien bonds and other subordinated indebtedness And other parity indebtedness	$ 154,258	$ 226,567
Coverage Ratio for senior lien debt	7.34	8.42
Coverage Ratio for senior and priority subordinate indebtedness	2.77	2.11
Available Net Revenues for Subordinated debt service	$ 369,121	$ 422,071
Coverage Ratio for Subordinated Debt Service	3.84	8.77

Public Offerings

Senior Lien Bonds:

$87,110,000 Airport Facilities Revenue Bonds, Series 2009C, dated December 17, 2009 of which $43,630,000 Serial Bonds due October 1 of each year beginning in 2010 through 2029; $19,095,000 Term Bonds due October 1, 2034; and $24,385,000 Term Bonds due October 1, 2039. Coupon interest rate range from 2.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $0 and $0. The Airport Facilities Revenue Bonds, Series 2009C were defeased as of February 22, 2022.

$79,705,000 Airport Facilities Revenue Bonds, Series 2010A (NON-AMT), dated April 15, 2010, of which $26,885,000 Serial Bonds 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. Coupon interest rate range from 4.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $247,000 and $272,000. On August 27, 2021, $15,160,000 of the Series 2010A bonds were defeased.

$70,040,000 Airport Facilities Refunding Revenue Bonds, Series 2011B (AMT), dated September 20, 2011, of which a portion is due October 1 of each year beginning in 2019 through 2028. Coupon interest rate range from 3.25% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized discount is $0 and $0. These bonds refunded $69,525,000 of the outstanding Airport Facilities Revenue Bonds, Series 1999A. On September 16, 2021, $54,575,000 of the Series 2011B bonds were defeased. On February 22, 2022, the remainder of the Airport Facilities Revenue Bonds, Series 2011B, were partially defeased and refunded.

11. LONG-TERM LIABILITIES (continued)

$40,425,000 Airport Facilities Refunding Revenue Bonds, Series 2011C (NON-AMT), dated October 12, 2011, of which $24,880,000 Serial Bonds due October 1 of each year beginning in 2013 through 2026; $14,505,000 and $1,140,000 Term Bonds due October 1, 2032. Coupon interest rate range from 3.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $0 and $0. These bonds, along with Authority funds, refunded $42,710,000 of the outstanding Airport Facilities Revenue Bonds, Series 2002A. The Airport Facilities Revenue Bonds, Series 2011C were partially defeased and refunded as of February 22, 2022.

$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. Coupon interest rate range from 0.84% to 4.33% due semi-annually on April 1 and October 1. These bonds, along with Authority funds, refunded $66,260,000 of the outstanding Airport Facilities Revenue Bonds, Series 2002B. The Airport Facilities Revenue Bonds, Series 2011D were partially defeased and refunded as of February 22, 2022.

$37,065,000 Airport Facilities Refunding Revenue Bonds, Series 2012A (AMT), dated July 3, 2012, of which a portion is due October 1 of each year beginning in 2021 through 2032. Coupon interest rate at 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium of $0 and $0. These bonds, along with Authority funds, refunded $40,725,000 of the outstanding Airport Facilities Revenue Bonds, Series 2002B. The Airport Facilities Revenue Bonds, Series 2012A were refunded as of February 22, 2022.

$214,450,000 Airport Facilities Revenue Bonds, Series 2015A (AMT), dated October 20, 2015, of which $106,170,000 Serial Bonds due October 1 of each year beginning in 2016 through 2035; $20,000,000 and $27,880,000 Term Bonds due October 1, 2040 and $60,400,000 Term Bond due October 1, 2045. Coupon interest rate range from 2.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $9,297,000 and $9,975,000.

$80,200,000 Airport Facilities Revenue Bonds, Series 2016A (AMT), dated October 13, 2016, of which $56,495,000 of Serial Bonds due October 1 of each year beginning in 2019 through 2041; and $23,705,000 of Term Bonds due October 1, 2046. Coupon interest rate at 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $8,417,000 and $8,942,000.

$101,570,000 Airport Facilities Revenue Bonds, Series 2016B (NON-AMT), dated October 13, 2016, of which $54,890,000 of Serial Bonds due October 1 of each year beginning in 2017 through 2037; $2,500,000 and $6,205,000 of Term Bonds due October 1, 2039, $14,705,000 due October 1, 2042; and $23,270,000 due October 1, 2046. Coupon interest rate range from 3.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium of $13,429,000 and $14,395,000.

$71,120,000 Airport Facilities Taxable Refunding Revenue Bonds, Series 2016C, dated October 13, 2016, of which $50,290,000 of Serial Bonds are due October 1 of each year beginning in 2017 through 2036; and $20,830,000 in Term Bond due October 1, 2039. Coupon interest rate range from 1.07% to 3.59% due semi-annually on April 1 and October 1. These bonds, along with Authority funds, refunded $63,065,000 of the outstanding Airport Facilities Revenue Bonds, Series 2009C.

$1,135,370,000 Airport Facilities Revenue Bonds, Series 2019A (AMT), dated October 3, 2019, of which a portion is due October 1 of each year beginning in 2020 through 2054. Coupon interest rates range from 3.25% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $148,139,000 and $158,161,000.

$183,100,000 Airport Facilities Revenue Bonds, Series 2022A (AMT), dated February 22, 2022, of which $90,875,000 in Serial Bonds is due October 1 of each year beginning in 2023 through 2042; $29,985,000 in Term Bonds is due October 1 of each year beginning in 2043 through 2046; $62,240,000 in Term Bonds is due October 1 of each year beginning 2047 through 2052. Coupon interest rates range from 4.00% to 5.00% due semi-annually on

11. LONG-TERM LIABILITIES (continued)

April 1 and October 1. As to September 30, 2023 and 2022, respectively, the unamortized premium is $25,676,000 and $27,140,000.

$64,050,000 Airport Facilities Revenue Bonds, Series 2022B (Taxable), dated February 22, 2022, of which $40,095,000 in Serial Bonds is due October 1 of 2029 through 2030; $23,955,000 in Term Bonds is due October 1 beginning 2047 through 2051. Coupon interest rates range from 2.65% to 3.60% due semi-annually on April 1 and October 1.

$8,665,000 Airport Facilities Refunding Revenue Bonds, Series 2022C (AMT), dated February 22, 2022, of which a portion is due October 1 of each year beginning in 2023 through 2028. Coupon interest rate is 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $755,000 and $1,040,000. These bonds, along with Authority funds, refunded $9,805,000 of the outstanding Airport Facilities Refunding Revenue Bonds, Series 2011B.

$19,735,000 Airport Facilities Refunding Revenue Bonds, Series 2022D (NON-AMT), dated February 22, 2022, of which a portion is due October 1 of each year beginning in 2023 through 2032. Coupon interest rate is 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $3,677,000 and $3,942,000. These bonds, along with Authority funds, refunded $23,665,000 of the outstanding Airport Facilities Refunding Revenue Bonds, Series 2011B.

$11,490,000 Airport Facilities Refunding Revenue Bonds, Series 2022E (Taxable), dated February 22, 2022, of which a portion is due October 1 of each year beginning in 2023 through 2032. Coupon interest rates range from 1.48% to 2.90% due semi-annually on April 1 and October 1. These bonds, along with Authority funds, refunded $1,770,000 of the outstanding Airport Facilities Refunding Revenue Bonds, Series 2011D and $9,380,000 of the outstanding Airport Facilities Refunding Revenue Bonds, Series 2012A.

Direct Placement

$46,915,000 Airport Facilities Revenue Bonds, Series 2013A (AMT), dated September 19, 2013, of which a portion is due October 1 of each year beginning in 2015 through 2028. Coupon interest rate at 3.50% due semi-annually on April 1 and October 1. The Airport Facilities Revenue Bonds, Series 2013A were defeased on October 7, 2021.

$75,000,000 Airport Facilities Taxable Refunding Revenue Bonds, Series 2016D, dated December 19, 2016, of which a portion is due October 1 of each year beginning in 2017 through 2023. Coupon interest rate at 2.26% due semi-annually on April 1 and October 1. These bonds, along with Authority funds, refunded $72,345,000 of the outstanding Airport Facilities Refunding Revenue Bonds, 2007A.

Priority Subordinated Indebtedness

The Bond Resolution authorizes the Authority to issue Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness. To date, the Authority has issued and has outstanding under the Amended and Restated Master Subordinated Indenture of Trust, dated as of July 1, 2016 (the "Master Subordinated Indenture") both Priority Subordinated Indebtedness and Secondary Subordinated Indebtedness. As of September 30, 2023, the Authority's outstanding Priority Subordinated Indebtedness is comprised of (i) the outstanding Priority Subordinated Airport Facilities Revenue Refunding Bonds, Series 2016A, 2017A.

Priority Subordinated Indebtedness is secured by a lien on and pledge of Pledged Subordinated Revenues (as defined in the Master Subordinated Indenture) that is subordinate to the pledge of senior lien Airport Facilities Revenue Bonds, and senior to the lien of Secondary Subordinated Indebtedness. The Authority has agreed to maintain rates and charges each year to provide (i) Net Revenues plus any Transfers (each as defined in the Bond Resolution), equal to at least 1.10 times the sum of the aggregate debt service on all aggregate annual subordinated debt each fiscal year, under the Bond Resolution.

11. LONG-TERM LIABILITIES (continued)

Events of default for bonds issued under the Master Subordinated Indenture include nonpayment events, bankruptcy events, and noncompliance with covenants. No assets have been pledged as collateral and no rights of acceleration exist under the Master Subordinated Indenture.

Public Offerings

$76,930,000 Priority Subordinated Airport Facilities Revenue Refunding Bonds, Series 2016 (AMT), dated July 12, 2016, of which a portion is due October 1 of each year beginning in 2016 through 2027. Coupon interest rate range from 1.00% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $1,942,000 and $2,868,000.

$923,830,000 Priority Subordinated Airport Facilities Revenue Refunding Bonds, Series 2017A (AMT), dated October 3, 2017, of which a portion is due October 1 of each year beginning in 2023 through 2052. Coupon interest rates range from 3.50% to 5.00% due semi-annually on April 1 and October 1. As of September 30, 2023 and 2022, respectively, the unamortized premium is $76,448,000 and $80,355,000.

Direct Borrowing

***FDOT Indebtedness*:**

On November 5, 2014, the Authority entered into a Joint Participation Agreement (JPA), as amended between the Authority and the Florida Department of Transportation (FDOT), under which FDOT, combined with other FDOT grants will provide total funding of approximately $211.0 million of funds, of which the Authority is required to reimburse FDOT for $52.7 million of the funds provided by FDOT under the JPA, and the balance will be a grant. The proceeds of the loan will be used to pay for portions of the Intermodal Terminal Facility (ITF) that are related to the construction of the passenger rail terminal being developed as part of the ITF adjacent to the Automated People Mover system. Under the JPA, the Authority is obligated to repay the FDOT Loan with no interest commencing January 30, 2020 through 2039. On December 30, 2020, the Florida Department of Transportation (FDOT) executed an amendment agreeing to defer the principal payments due on the FDOT loan for fiscal years 2021 and 2022 as a result of the effects of the COVID-19 pandemic. As of September 30, 2023 and 2022, respectively, the Authority had an outstanding balance of $0 and $50.2 million. The FDOT indebtedness was paid in full on May 12, 2023.

11. LONG-TERM LIABILITIES (continued)

Secondary Subordinated Indebtedness:

Direct Borrowing

Lines of Credit:

On July 29, 2022, the Authority amended the revolving credit agreement with Wells Fargo Bank, N.A. to provide the Authority with a $275 million line of credit, previously under two separate agreements. The term of the line of credit expires on July 29, 2024. Annual fees for the unused portion of the line of credit are 20 basis points, subject to the maintenance of the current Authority rating, multiplied by the daily authorized amount less the average daily balance of the principal amount of all outstanding advances for the preceding three months; payable on October 1, 2022, and thereafter, quarterly on the first day of each January, April, July and October. In the event of a change in the Authority's rating, the unused fee rate shall equal the number of basis points set forth in the level associated with the Authority rating. Once the loan is utilized at 50%, no unutilized fees are charged. Draw fees are payable monthly, with taxable draws calculated based on the Daily Simple SOFR plus the applicable spread; currently 62 basis points. Fees for tax-exempt draws are calculated 80% of the Daily Simple SOFR plus the applicable spread; currently 29 basis points. As of September 30, 2023 and 2022, respectively, the Authority has drawn $9.4 million and $1.0 million on this line of credit. As of September 30, 2023 and 2022, respectively, the unused portion of this line of credit was $265.6 million and $274.0 million.

On July 29, 2022, the Authority amended the revolving credit agreement with Bank of America, N.A. to provide the Authority with a $275 million line of credit, previously under two separate agreements. The term of the line of credit expires on July 31, 2024. Annual fees for the unused portion of the line of credit are 20 basis points, subject to the maintenance of the current Authority rating, multiplied by the daily authorized amount less the average daily balance of the principal amount of all outstanding advances for the preceding three months; payable on October 1, 2022, and thereafter, semiannually on the first day of each April and October. In the event of a change in the Authority's rating, the unused fee rate shall equal the number of basis points set forth in the level associated with the Authority rating. Once the loan is utilized at 50%, no unutilized fees are charged. Draw fees are payable monthly, with taxable draws calculated based on the BSBY Daily Floating Rate plus 62 basis points. Fees for tax-exempt draws are calculated at each SIFMA accrual period at the SIFMA index rate plus 29 basis points. As of September 30, 2023 and 2022, respectively, the Authority has drawn $7.0 million and $45.1 million on this line of credit. As of September 30, 2023 and 2022, respectively, the unused portion of this line of credit was $268.0 million and $229.9 million.

In the event of a default for the 2019 Bank of America, N.A., and the 2019 Wells Fargo Bank, N.A., these lines of credit shall bear interest at a rate per annum equal to three percent (3%) plus the greatest of (1) the U.S. prime rate of interest published in the "Money Rates" section of the Wall Street Journal for the last day of the calendar month immediately preceding the calendar month in which the default occurred: (2) the LIBOR Daily Floating Rate plus one hundred (100) basis points (1.0%); or (3) the Federal Funds Rate published by the U.S. Federal Reserve Bank for the last day of the calendar month immediately preceding the calendar month in which the default occurred plus fifty (50 basis points (0.50%). Once such default is cured to the reasonable satisfaction of the bank, this line of credit shall bear interest at the rate otherwise payable. The default rate shall also apply from acceleration until the amounts payable hereunder or any judgment thereon is paid in full.

The default rate shall also apply from acceleration until the amounts payable under the credit agreement or any judgement thereon is paid in full.

11. LONG-TERM LIABILITIES (continued)

Special Purpose Facilities Bonds:

Direct Placement

Customer Facility Charge Taxable Revenue Note:

The Authority authorized the $160,000,000 Taxable Revenue Note (CFC Ground Transportation Project) Series 2018, dated March 29, 2018 (the "Series 2018 Note"), of which a portion is due April 1 and October 1 of each year beginning in 2020 through 2027. The coupon interest rate is 3.48% due semi-annually on April 1 and October 1. Total principal and interest remaining on the note as of September 30, 2023 is $122.1 million. For the 12 months, ended September 30, 2023, principal and interest requirements were $24.4 million. As of September 30, 2023 and 2022, respectively, the outstanding balance is $90,463,512 and $111,195,062.

The repayment of the Series 2018 Note is payable solely from customer facility charges revenue. Proceeds from the Series 2018 Note provided financing for the purpose of paying or reimbursing the Authority for a portion of the costs and expenses of financing, designing, constructing, operating, relocating and maintaining the CFC Ground Transportation Project, funding all or a portion of the CFC Stabilization Fund Requirement, and certain costs of issuance. Any bonds issued pursuant to the CFC Indenture including the Series 2018 Note are not issued under, and are not subject to the Bond Resolution, and are not secured by the Revenues as defined by the Bond Resolution.

In the event of default, the applicable default rate shall apply to the outstanding principal balance of the note and any additional bonds or refunding bonds for which a default rate is provided, until the event of default no longer exists. No assets have been pledged as collateral and no rights of acceleration exist for this issue.

Lease Obligation:

The Aviation Authority agreed to build, and the Orlando Utilities Commissions (OUC) agreed to finance, operate and maintain a central energy plant ("CEP") and an emergency power generation and 12kV distribution facility ("EPG") for the South Terminal Complex ("STC"). OUC agreed to staff the CEP with OUC personnel, including onsite personnel for management and provision of emergency response for he EPG. OUC also agreed to construct, own, operate and maintain a solar energy facility (collectively with the CEP and the EPG, the "OUC Projects"). Pursuant to the terms of the Global Agreement, OUC will timely transfer ownership of the OUC Projects to the Authority at the end of the agreement term. The financial obligations of the Authority, which include repayment of capital and charges for ongoing maintenance pursuant to the Global Agreement, became effective upon the Turnover Date. Amendment Number 2 to the Global Agreement between the Authority and OUC dated October 20, 2022 ("Amendment No. 2") closed on November 3, 2022. The Authority received a $52,276,047 upfront payment in exchange for granting OUC the right to finance, operate and maintain the equipment. The Authority will repay OUC in monthly installments at 6.5% interest over 20 years. See note 13 for additional information.

The lease liability recorded under the agreement as of September 30, 2023 and September 30, 2022, was $53.7 million and $0, respectively.

11. LONG-TERM LIABILITIES (continued)

The future principal and interest payments for lease liabilities as of September 30, 2023 are as follows:

	Principal	Interest	Total Future Lease Payments
2024	$ 1,471	$ 3,448	$ 4,919
2025	1,570	3,350	4,920
2026	1,675	3,245	4,920
2027	1,787	3,132	4,919
2028	1,907	3,013	4,920
2029-2033	11,628	12,969	24,597
2034-2038	16,079	8,517	24,596
2039-2043	17,599	2,486	20,085
Total future payments	$ 53,716	$ 40,160	$ 93,876

12. SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

The Authority entered Subscription-Based Information Technology Arrangements (SBITA) that allow the right to use and control a vendor's software, alone or in combination with other assets, the terms of which expire 2024 through 2025. These arrangements provide access to airline common use systems, accoutns receivable software, public warning platforms, and project management software. The leased assets include access to a third party's proprietary software. The measurement of the subscription liabilities is based on the present value of lease payments expected to be paid during the subscription term, such as fixed payments, variable payments that depend on an index or rate, variable payments that are fixed in substance, and residual value guarantee payments that are fixed in substance. A summary of Septebmer 30, is as follows (in thousands):

	2023	2022
Subscription Asset	$6,003	$5,784
Accumulated Depreciation	$3,899	$1,679

The borrowing rate of 3.277 percent was used to measure subscription payables. Subscription liabilities recorded under subscription contracts as of September 30, 2023, and 2022, were $1.4 million and $3.5 million, respectively. The following is a schedule by years of future principal and interest payment requirements related to the Authority's subscription liability as of September 30, 2023 (in thousands):

	Principal	Interest	Total Future Minimum Lease Payments
2024	$ 1,225	$ 45	$ 1,270
2025	159	5	164
Total future minimum payments	$ 1,384	$ 50	$ 1,434

13. ORLANDO UTILITY COMMISSION (OUC) AGREEMENT

On September 22, 2017, the Aviation Authority, and OUC entered an Interlocal Agreement. Pursuant to the Interlocal Agreement, the Aviation Authority was to identify projects that could expand the then-current utility partnership beyond the traditional power and water services.
The Terminal C projects identified for consideration in the OUC/Aviation Authority partnership include the construction, operation, and maintenance for portions of the:

- 28 MW Backup Generation Plant and 12KV Emergency Distribution.
- 8,790 Ton Central Energy Plant.
- Sustainability Initiatives (solar energy facility).

On October 10, 2018, the Aviation Authority Board approved a Letter of Intent ("LOI") between the Aviation Authority and OUC to negotiate a series of agreements to be presented to the Boards of both entities for approval as a comprehensive transaction structure. With the authorization from the Aviation Authority Board, the Aviation Authority staff, consultants, and legal counsel entered negotiations with OUC, resulting in the Global Agreement, to effectuate the intent of the LOI.

The Aviation Authority funded the engineering, procurement, and construction of the Backup Generation Facility and the Central Energy Plant. OUC designed, engineered, permitted, and constructed the 12 kV electrical distribution system and solar energy facilities at MCO. The cost of the projects was approximately $54 million, inclusive of OUC's capital improvement fund in the amount of $2.7 million, any portion of which not expended the term of the agreement will be returned to the Aviation Authority. Additionally, OUC has waived the system development and connection (SDC) charges up to $4 million. The SDC charge is an impact fee for all users of the system to cover necessary improvements over the entire system necessitated by the new service. The term of the agreement is twenty (20) years.

In addition to this being a 20-year agreement to provide reliable and sustainable energy services to the Aviation Authority, this is a financing transaction (treated as a lease under GASB 87). OUC purchased the right to operate the equipment from the Aviation Authority that is used to provide chilled water and backup emergency power distribution to Terminal C over a 20-year term. OUC has paid the Aviation Authority $54 million at the "Turnover Date", November 3, 2022. On that date OUC acquired the right and obligation to maintain the equipment, risk of loss and risk of maintaining the equipment over the 20-year term. The Aviation Authority used those proceeds to repay a portion of a Line of Credit that had been used to finance the construction of these facilities on an interim basis.

The Aviation Authority will compensate OUC for these services through a series of charges:

- A Capital charge, $409,940, which is a fixed monthly charge that recovers the cost for the right to use and obligation to maintain the equipment.
- A Capacity charge, which pays for the actual maintenance of the equipment and the labor for operations of the facility. This charge is based on the tons of chilled water in the case of the CEP or Kilowatt hours in the case of the EPG that the facility can produce times the base rate, adjusted by a % of CPI.

All payments to OUC are subordinate to all Aviation Authority Operating and Maintenance Expense payments as well as all debt service payments regardless of lien status.

14. CONDUIT DEBT OBLIGATIONS

As of September 30, 2023 and 2022, the Authority has outstanding the following series of conduit debt obligations (in thousands):

	2023	2022
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.

15. DEFERRED AMOUNT ON REFUNDING OF BONDS

On February 22, 2022, the Authority issued $8.7 million in Airport Facilities Refunding Revenue Bonds, Series 2022C (AMT) (the "Series 2022C Bonds") with a true interest rate of 1.63%. From the $8.7 million issuance, $1.2 million premium and the $0.2 million of Authority funds, $10.0 million was deposited into the Bank of New York Mellon escrow account to refund the outstanding $9.8 million of Airport Facilities Refunding Revenue Bonds, Series 2011B and pay associated interest of $0.2 million. The remaining Series 2022C Bond proceeds of $0.1 million were used to pay related issuance costs. The average life of the Series 2022 Bonds is 4.25 years.

On February 22, 2022, the Authority issued $19.7 million in Airport Facilities Refunding Revenue Bonds, Series 2022D (NON-AMT) (the "Series 2022D Bonds") with a true interest rate of 1.64%. From the $19.7 million issuance, $4.1 million premium and the $0.5 million of Authority funds, $24.1 million was deposited into the Bank of New York Mellon escrow account to refund the outstanding $23.7 million of Airport Facilities Refunding Revenue Bonds, Series 2011C and pay associated interest of $0.4 million. The remaining Series 2022D Bond proceeds of $0.2 million were used to pay related issuance costs. The average life of the Series 2022D Bonds is 6.51 years.

On February 22, 2022, the Authority issued $11.5 million in Airport Facilities Refunding Revenue Bonds, Series 2022E (TAXABLE) (the "Series 2022E Bonds") with a true interest rate of 2.60%. From the $11.5 million issuance and the $0.2 million of Authority funds, $11.6 million was deposited into the Bank of New York Mellon escrow account to refund the outstanding $1.8 million of Airport Facilities Refunding Revenue Bonds, Series 2011D, $9.4 million of Airport Facilities Refunding Revenue Bonds, Series 2012A and pay associated interest of $0.5 million. The remaining Series 2022E Bond proceeds of $0.1 million were used to pay related issuance costs. The average life of the Series 2022E Bonds is 6.33 years.

At September 30, 2023 and 2022, the Authority reported long-term debt deferred loss from the following bonds (in thousands):

	2023	2022
Long Term Debt Deferred Loss (Gain):		
Series 2016C	$ 4,315	$ 4,773
Series 2016D	-	22
Total Long Term Debt Net Deferred Loss	$ 4,315	$ 4,795

16. BOND ISSUANCE (OTHER THAN REFUNDING ISSUES)

On February 22, 2022, the Authority issued $183.1 million in Airport Facilities Revenue Bonds, Series 2022A (AMT) (the "Series 2022A Bonds") with a true interest cost of 3.27%. The Series 2022A Bonds were issued for the purpose of providing funds to finance a portion of the 2022 Project (consists of improvements to the Airport System, including the acquisition, design, construction, and equipping of the new South Terminal Complex and certain capital projects in the North Terminal Complex and other airport facilities and associated infrastructure), refinance certain draws made on certain existing lines of credit used to finance a portion of the 2022 Project and associated interest, fund a deposit to the composite reserve subaccount, and pay certain costs of issuance. The average life of the Series 2022A Bonds is 19.74 years.

On February 22, 2022, the Authority issued $64.1 million in Airport Facilities Revenue Bonds, Series 2022B (Taxable) (the "Series 2022B Bonds") with a true interest cost of 3.26%. The Series 2022B Bonds were issued for the purpose of providing funds to finance a portion of the 2022 Project (consists of improvements to the Airport System, including the acquisition, design, construction, and equipping of the new South Terminal Complex and certain capital projects in the North Terminal Complex and other airport facilities and associated infrastructure), refinance certain draws made on certain existing lines of credit used to finance a portion of the 2022 Project and associated interest, fund a deposit to the composite reserve subaccount, and pay certain costs of issuance. The average life of the Series 2022B Bonds is 15.41 years.

17. DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

In addition to assets and liabilities, the Authority separately reports deferred outflows of resources and deferred inflows of resources, respectively. Deferred outflows of resources represent consumption of net position that is applicable to a future reporting period. Deferred outflows has a positive effect on net position, similar to assets. Deferred inflows of resources represents an acquisition of net position that is applicable to a future reporting period. Deferred inflows has a negative effect on net position, similar to liabilities.

At September 30, 2023, the Authority reported deferred outflows of resources and deferred inflows of resources from the following (in thousands):

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
GOAA Defined Benefit Pension Plan	$ 22,983	$ -
Florida Retirement System Defined Benefit Plan	4,980	1,611
Florida Retirement System Health Insurance Subsidy Plan	452	406
Other Post-Employment Benefits	11,607	9,324
Long Term Debt Deferred Loss	4,315	-
Leases	-	1,255,351
Total Deferred Outflows and Inflows of Resources	$ 44,337	$ 1,266,692

At September 30, 2022, the Authority reported deferred outflows of resources and deferred inflows of resources from the following (in thousands):

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
GOAA Defined Benefit Pension Plan	$ 1,298	$ 15,404
Florida Retirement System Defined Benefit Plan	4,729	2,207
Florida Retirement System Health Insurance Subsidy Plan	486	479
Other Post-Employment Benefits	1,725	19,611
Long Term Debt Deferred Loss	4,795	-
Leases	-	368,646
Total Deferred Outflows and Inflows of Resources	$ 13,033	$ 406,347

18. 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, 2023 and 2022 (in thousands):

	2023	2022
Federal Grants	$ 47,196	$ 13,261
State of Florida Grants/Other Grants	8,692	26,410
Total Capital Contributions	$ 55,888	$ 39,671

19. AIRLINE RATES BY RESOLUTION

Effective November 1, 2013, the Authority began operating 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 and amended and restated as of August 10, 2016 and subsequently amended and restated as of August 28, 2019 (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. 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.

Effective November 1, 2013, airlines had the option to sign a Rate and Revenue Sharing Agreement ("Rate Agreement"), whereby the airline affirmatively agreed to the Resolution and the rate-setting methodology therein, and further agreed not to challenge the rates and charges calculated under the Resolution's rate-setting methodology through any judicial or regulatory process throughout the term of the agreement which expired on September 30, 2016. 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 paymet of all Authority debt service and operating expenses, including fund deposit requirements ("Net Ramaining Revenue").

Effective October 1, 2016 the Authority entered into a three-year agreement with participating airlines, which expired on September 30, 2019. For this agreement the Authority received the first $65 million of Net Remaining Revenues, with participating airlines sharing in a pool of 65% of all Net Remaining Revenues in excess of the first $65 million up to $58 Million, 100% of the next $10 Million of remaining revenues and the 65% of all remaining revenues.

Effective October 1, 2019 the Authority entered into a five year Rate and Revenue Sharing agreement that expires on September 30, 2024. For this agreement the Authority receives the first $55 million of Net Remaining Revenues for all five years, with participating airlines sharing in a pool of the next $10 million of all Net Remaining Revenues. Net Remaining Revenue after the first $65 million, will be split 50/50 between the Authority and the participating airlines.

20. OUTSTANDING CONTRACTS

As of September 30, 2023, the Authority had entered into construction contracts totaling approximately $4.1 billion for construction, engineering services and equipment, approximately $0.4 billion of which remains unincurred. Grants, passenger facility charges and customer facility charges will be utilized to fund a portion of these projects.

21. 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, 2023, 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 and Heintzelman Boulevard Extension. 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. On May 21, 2018, the Authority purchased

$195.0 thousand in mitigation credits from approved mitigation banks to offset proposed impacts to the Heintzelman Boulevard Extension. 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. No such purchases have been made since 2018.

Construction Disputes: The Aviation 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 Revenues: The Authority leases facilities to the airlines pursuant to the Resolution (see Note 19) and to other businesses to operate concessions at the Authority. For fiscal years ended September 30, 2023 and 2022, revenues realized from the following sources exceeded 5% of the Authority's total operating revenues:

	2023	2022
Southwest Airlines Co.	7.58 %	7.36 %
Spirit Airlines	5.82	4.74
Enterprise Leasing Co of Orlando	5.81	6.68
JetBlue Airways Corp.	5.24	3.90
Avis Budget Car Rental LLC	5.20	6.24

22. 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 years ended September 30, 2023 and 2022, is as follows (in thousands):

	Balance October 1, 2022	Additions or Adjustments	Payments Current Year	Balance September 30, 2023
Pollution remediation liability	$ 2,378	$ (633)	$ (172)	$ 1,573
Unrealized recoveries	-	-	-	-
Net Pollution Remediation Liability	$ 2,378	$ (633)	$ (172)	$ 1,573
Reported as follows (shown in Current Accrued Liabilities and Other Long-Term Liabilities):				
Due within one year	$ 856	$ (458)	$ (172)	$ 226
Due after one year	1,522	(175)	-	1,347
Net Pollution Remediation Liability	$ 2,378	$ (633)	$ (172)	$ 1,573
Realized Recoveries (shown in Cash and Cash Equivalents)	$ -	$ -	$ -	$ -

	Balance October 1, 2021	Additions or Adjustments	Payments Current Year	Balance September 30, 2022
Pollution remediation liability	$ 2,376	$ 701	$ (699)	$ 2,378
Unrealized recoveries	-	-	-	-
Net Pollution Remediation Liability	$ 2,376	$ 701	$ (699)	$ 2,378
Reported as follows (shown in Current Accrued Liabilities and Other Long-Term Liabilities):				
Due within one year	$ 812	$ 743	$ (699)	$ 856
Due after one year	1,564	(42)	-	1,522
Net Pollution Remediation Liability	$ 2,376	$ 701	$ (699)	$ 2,378
Realized Recoveries (shown in Cash and Cash Equivalents)	$ -	$ -	$ -	$ -

22. ENVIRONMENTAL LIABILITIES (continued)

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.

Additionally, the Authority is involved in litigation for a polluted site from chemical and fuel spills on airport property. The liabilities associated with these sites are not reasonably estimable and, as such are not recorded in the financial statements.

23. SUBSEQUENT EVENTS

On December 20, 2023, the Authority redeemed the Airport Facilities Revenue Bonds, Series 2010A (the "Series 2010A Bonds") totaling $45.7 million in principal with Passenger Facility Charges (PFC) funds of approximately $44.2 million and Authority funds of approximately $2.0 million.

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GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
Last 10 Fiscal Years
(in thousands)

Fiscal Year	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019
Measurement Date	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Total Pension Liability					
Service Cost	$ 617	$ 629	$ 947	$ 1,030	$ 1,095
Interest	9,418	9,854	9,906	9,823	9,648
Changes of benefit terms	-	-	-	-	-
Difference in Expected versus Actual Experience	1,281	(341)	(1,123)	(35)	998
Changes of assumptions	-	313	31	-	-
Benefit Payments, Including Refunds of Employee Contributions	(11,494)	(10,633)	(9,737)	(9,359)	(8,975)
Net Change in Pension Liability	(178)	(804)	24	1,459	2,766
Total Pension Liability Beginning	144,657	145,461	145,437	143,978	141,212
Total Pension Liability Ending (a)	$ 144,479	$ 144,657	$ 145,461	$ 145,437	$ 143,978
Plan Fiduciary Net Position					
Contributions - Employer	$ 1,298	$ 2,009	$ 2,216	$ 2,537	$ 3,071
Contributions – Other	-	-	-	-	-
Contributions - Employee	-	-	-	-	-
Net Investment Income	(31,427)	28,465	13,321	3,573	12,895
Benefit Payments, Including Refunds of Employee Contributions	(11,494)	(10,633)	(9,737)	(9,359)	(8,975)
Administrative Expense	(31)	(38)	(26)	(27)	(55)
Net Change in Plan Fiduciary Net Position	(41,654)	19,803	5,774	(3,276)	6,936
Plan Fiduciary Net Position - Beginning	165,172	145,369	139,595	142,871	135,935
Plan Fiduciary Net Position - Ending (b)	$ 123,518	$ 165,172	$ 145,369	$ 139,595	$ 142,871
Net Pension Liability (Asset) (a)-(b)	$ 20,961	$ (20,515)	$ 92	$ 5,842	$ 1,107
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	85.49%	114.18 %	99.94 %	95.98 %	99.23 %
Covered Payroll	$ 2,795	$ 3,340	$ 5,024	$ 6,179	$ 6,425
Net Pension Liability (Asset) as a Percentage of Covered Payroll	0.00%	0.00%	1.83 %	94.55 %	17.23 %

(1) This schedule is intended to present 10 years of data, currently, only those years with information are presented.

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER PENSION PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
Last 10 Fiscal Years (1)
(in thousands)

Fiscal Year	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Measurement Date	9/30/2017	9/30/2016	9/30/2015	9/30/2014	9/30/2013
Total Pension Liability					
Service Cost	$ 1,234	$ 1,405	$ 1,606	$ 1,675	$ 1,562
Interest	9,541	9,210	8,964	8,642	8,296
Changes of benefit terms	-	465	-	-	-
Difference in Expected versus Actual Experience	(534)	1,789	(651)	-	-
Changes of assumptions	-	4,868	-	-	-
Benefit Payments, Including Refunds of Employee Contributions	(8,207)	(7,440)	(6,162)	(5,436)	(4,962)
Net Change in Pension Liability	2,034	10,297	3,757	4,881	4,896
Total Pension Liability Beginning	139,178	128,881	125,124	120,243	115,347
Total Pension Liability Ending (a)	$ 141,212	$ 139,178	$ 128,881	$ 125,124	$ 120,243
Plan Fiduciary Net Position					
Contributions - Employer	$ 5,446	$ 6,198	$ 6,970	$ 7,565	$ 7,366
Contributions – Other	-	-	-	-	4
Contributions - Employee	-	-	-	-	113
Net Investment Income	15,754	9,033	(2,200)	9,698	12,221
Benefit Payments, Including Refunds of Employee Contributions	(8,207)	(7,440)	(6,162)	(5,436)	(4,962)
Administrative Expense	(22)	(40)	(37)	(24)	(47)
Net Change in Plan Fiduciary Net Position	12,971	7,751	(1,429)	11,803	14,695
Plan Fiduciary Net Position - Beginning	122,964	115,213	116,642	104,839	90,144
Plan Fiduciary Net Position - Ending (b)	$ 135,935	$ 122,964	$ 115,213	$ 116,642	$ 104,839
Net Pension Liability (Asset) (a)-(b)	$ 5,277	$ 16,214	$ 13,668	$ 8,482	$ 15,404
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	96.26 %	88.35 %	89.39 %	93.22 %	87.19 %
Covered Payroll	$ 7,150	$ 8,080	$ 11,587	$ 10,709	$ 10,828
Net Pension Liability (Asset) as a Percentage of Covered Payroll	73.80 %	200.67 %	117.96 %	79.20 %	142.26 %

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019
Actuarially Determined Contribution	$ 641	$ 1,298	$ 2,009	$ 2,216	$ 2,537
Contributions in Relation to the Actuarially Determined Contributions	641	1,298	2,009	2,216	2,537
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 2,795	$ 2,795	$ 3,340	$ 5,024	$ 6,179
Contributions as a percentage of covered payroll	22.93%	46.44 %	60.15 %	44.11 %	41.06 %

Notes to Schedule

Valuation Date: 10/1/2022

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method: Entry Age Normal

Actuarial Asset Method: All assets are valued at market value with an adjustment made to uniformly spread actuarial investment gains and losses (as measured by actual market value investment return against expected market value investment return) over a five years period.

Mortality: Female: PubG.H-2010 (Above Median)
Male: PubG.H-2010 (Above Median), set back one year
Disabled: PubG.H-2010, set forward three years

Interest Rate: 6.75% per year compounded annually, net of investment related expenses.

Normal Retirement Age: Below are the rates assumed once the Member has attained normal retirement eligibility:

Number of Years Following normal retirement Age	Age 65 with 7 Years Service	25 Years of Service
0	20%	60%
1	20%	30%
2	20%	15%
3	20%	15%
4	20%	15%
5-9	10%	10%
10+	100%	100%

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially Determined Contribution	$ 3,071	$ 4,446	$ 5,197	$ 5,969	$ 6,565
Contributions in Relation to the Actuarially Determined Contribution	3,071	5,446	6,197	6,969	7,565
Contribution Deficiency (Excess)	$ -	$ (1,000)	$ (1,000)	$ (1,000)	$ (1,000)
Covered Payroll	$ 6,425	$ 7,150	$ 8,080	$ 11,587	$ 10,709
Contributions as a percentage of covered payroll	47.80 %	76.17 %	76.70 %	60.14 %	70.64 %

Early Retirement Age: Below are the rates assumed once the Member has attained Early retirement eligibility:

Number of Years Following ER	Rate
0	2.50%
1	2.50%
2	2.50%
3	5.00%
4	5.00%
5	5.00%
6	5.00%
7	10.00%
8	10.00%
9	10.00%

The assumed rates of early retirement were approved in conjunction with an actuarial experience study dated June 1, 2021.

Termination Rate:

Service	Rate
<15	0.0%
15-19	0.0%
20-24	0.0%

The assumed rates of termination were approved in conjunction with an actuarial experience study dated June 1, 2021.

Salary Increases: 4.00% per year until the assumed retirement age. This was approved in conjunction with an actuarial study dated June 1, 2021.

Marital Status: 100% of active members are assumed married. Additionally, male spouses are assumed to be three years older than female spouses.

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
MULTI-EMPLOYER PENSION PLAN
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
Last 10 Fiscal Years
(in thousands)

FRS Plan

	2023	2022	2021	2020
Proportion of the net pension liability (asset)	0.041933125%	0.039228423%	0.038051865 %	0.048929779 %
Proportionate share of the net pension liability (asset)	$ 16,709	$ 14,596	$ 2,875	$ 21,207
Authority's Covered payroll for FYE June 30	$ 8,404	$ 7,385	$ 6,767	$ 7,240
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	198.82%	197.64%	42.49 %	292.91 %
Plan fiduciary net position as a percentage of the total pension liability	82.38%	82.89%	96.40 %	78.85 %

(1) The Plan's fiduciary net position as a percentage of the total pension liability is published in Note 4 of the FRS Comprehensive Annual Financial Report.

Multi-Employer Pension Plan
Schedule of Proportionate Share of Net Pension Liability
Last 10 Fiscal Years
(in thousands)

HIS Plan

	2023	2022	2021	2020
Proportion of the net pension liability (asset)	0.021207308%	0.020259260%	0.019115220 %	0.020916299 %
Proportionate share of the net pension liability (asset)	$ 3,368	$ 2,146	$ 2,345	$ 2,554
Authority's Covered payroll for FYE June 30	$ 8,404	$ 7,385	$ 6,767	$ 7,240
Proportionate share of the net pension liability (asset) as a percentage of its covered payroll	40.08%	29.06%	34.65 %	35.28 %
Plan fiduciary net position as a percentage of the total pension liability	4.12%	4.81%	3.56 %	3.00 %

(1) The Plan's fiduciary net position as a percentage of the total pension liability is published in Note 4 of the FRS Comprehensive Annual Financial Report.

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
MULTI-EMPLOYER PENSION PLAN
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
Last 10 Fiscal Years
(in thousands)

FRS Plan

2019	2018	2017	2016	2015	2014
0.048389352 %	0.044420507 %	0.040634130 %	0.039587447 %	0.035205549 %	0.034121231 %
$ 16,665	$ 13,380	$ 12,019	$ 9,996	$ 4,547	$ 2,082
$ 6,875	$ 6,243	$ 5,495	$ 5,263	$ 5,130	$ 4,857
242.40 %	214.32 %	218.73 %	189.93 %	88.64 %	42.87 %
82.61 %	84.26 %	83.89 %	84.88 %	92.00 %	96.09%

Multi-Employer Pension Plan
Schedule of Proportionate Share of Net Pension Liability
Last 10 Fiscal Years
(in thousands)

HIS Plan

2019	2018	2017	2016	2015	2014
0.020557117 %	0.019114604 %	0.017240683 %	0.016983689 %	0.016908717 %	0.016348268%
$ 2,300	$ 2,023	$ 1,843	$ 1,979	$ 1,724	$ 1,528
$ 6,875	$ 6,243	$ 5,495	$ 5,263	$ 5,130	$ 4,857
33.45 %	32.40 %	33.54 %	37.60 %	33.61 %	31.46 %
2.63 %	2.15%	1.64%	0.97 %	0.50 %	0.99 %

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
MULTI-EMPLOYER PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

FRS Plan

	2023	2022	2021	2020	2019
Actuarially Determined Contribution	$ 2,017	$ 1,674	$ 1,450	$ 1,626	$ 1,500
Contributions in Relation to the Actuarially Determined Contributions	2,017	1,674	1,450	1,626	1,500
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll for FYE September 30	$8,261	$ 7,415	$ 6,928	$ 7,162	$ 7,058
Contributions as a percentage of covered payroll	24.42%	22.58%	20.93 %	22.70 %	21.25 %

Multi-Employer Pension Plan - FRS
Schedule of Contributions
Last 10 Fiscal Years
(in thousands)

HIS Plan

	2023	2022	2021	2020	2019
Actuarially Determined Contribution	$ 140	$ 123	$ 112	$ 121	$ 114
Contributions in Relation to the Actuarially Determined Contributions	140	123	112	121	114
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll for FYE September 30	$8,261	$ 7,415	$ 6,928	$ 7,162	$ 7,058
Contributions as a percentage of covered payroll	1.69%	1.66 %	1.62 %	1.69 %	1.62 %

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
MULTI-EMPLOYER PENSION PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

FRS Plan

	2018	2017	2016	2015	2014
Actuarially Determined Contribution	$ 1,266	$ 1,058	$ 965	$ 858	$ 747
Contributions in Relation to the Actuarially Determined Contributions	1,266	1,058	965	858	747
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll for FYE September 30	$ 6,456	$ 5,616	$ 5,473	$ 5,153	$ 4,945
Contributions as a percentage of covered payroll	19.61 %	18.84 %	17.63 %	16.65%	15.11%

Multi-Employer Pension Plan - FRS
Schedule of Contributions
Last 10 Fiscal Years
(in thousands)

HIS Plan

	2018	2017	2016	2015	2014
Actuarially Determined Contribution	$ 104	$ 91	$ 87	$ 64	$ 56
Contributions in Relation to the Actuarially Determined Contributions	104	91	87	64	56
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Authority's Covered Payroll for FYE September 30	$ 6,456	$ 5,646	$ 5,473	$ 5,153	$ 4,945
Contributions as a percentage of covered payroll	1.61%	1.62 %	1.24 %	1.24 %	1.13 %

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER POSTEMPLOYMENT BENEFITS PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
Last 10 Fiscal Years (1)
(in thousands)

Fiscal Year	9/30/2023	9/30/2022	9/30/2021	9/30/2020
Measurement Date	9/30/2022	9/30/2021	9/30/2020	9/30/2019
Total OPEB Liability				
Service Cost	$ 1,185	$ 1,299	$ 1,434	$ 1,363
Interest	4,373	4,356	4,603	4,405
Change of benefit terms	-	-	-	-
Difference in Expected versus Actual Experience	54	(1,397)	(503)	1,650
Changes of assumptions	920	(2,746)	(5,923)	(2,006)
Benefit Payments, Including Refunds of Employee Contributions	(2,729)	(2,450)	(2,338)	(2,236)
Net Change in Pension Liability	3,803	(938)	(2,727)	3,176
Total OPEB Liability Beginning	67,375	68,313	71,040	67,864
Total OPEB Liability Ending (a)	$ 71,178	$ 67,375	$ 68,313	$ 71,040
Plan Fiduciary Net Position				
Contributions - Employer	$ 693	$ 1,289	$ 1,748	$ 1,933
Contributions - Employee	-	-	30	-
Net Investment Income	(14,565)	14,416	6,132	2,278
Benefit Payments	(2,729)	(2,450)	(2,338)	(2,236)
Other Income	-	-	(2)	(196)
Administrative Expense	(37)	(41)	(27)	(15)
Net Change in Plan Fiduciary Net Position	(16,638)	13,214	5,543	1,764
Plan Fiduciary Net Position – Beginning	86,246	73,032	67,489	65,725
Plan Fiduciary Net Position – Ending (b)	$ 69,608	$ 86,246	$ 73,032	$ 67,489
Net OPEB Liability (Asset) (a)-(b)	$ 1,570	$ (18,871)	$ (4,719)	$ 3,551
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	97.79%	128.01%	106.91%	95.00%
Covered Payroll	$ 49,367	$ 50,086	$ 44,723	$ 46,623
Net Pension Liability (Asset) as a Percentage of Covered Payroll	3.18%	0%	0%	7.62%

(1) This schedule is intended to present 10 years of data. Currently only those years with information available are presented.

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER POSTEMPLOYMENT BENEFITS PLAN
SCHEDULE OF CHANGES IN NET PENSION LIABILITY (ASSET) AND RELATED RATIOS
Last 10 Fiscal Years (1)
(in thousands)

Fiscal Year	9/30/2019	9/30/2018	9/30/2017	9/30/2016
Measurement Date	9/30/2018	9/30/2017	9/30/2016	9/30/2015
Total OPEB Liability				
Service Cost	$ 1,377	$ 1,424	$ 1,366	$ 1,310
Interest	4,206	4,180	3,948	3,719
Change of benefit terms	-	-	-	-
Difference in Expected versus Actual Experience	(688)	-	-	-
Changes of assumptions	(2,503)	-	-	-
Benefit Payments, Including Refunds of Employee Contributions	(2,080)	(1,864)	(1,702)	(1,447)
Net Change in Pension Liability	312	3,740	3,612	3,582
Total OPEB Liability Beginning	67,552	63,812	60,200	56,618
Total OPEB Liability Ending (a)	$ 67,864	$ 67,552	$ 63,812	$ 60,200
Plan Fiduciary Net Position				
Contributions – Employer	$ 1,855	$ 2,440	$ 2,216	$ 3,024
Contributions - Employee	-	-	-	-
Net Investment Income	5,328	6,258	4,609	(87)
Benefit Payments	(2,080)	(1,882)	(1,702)	(1,447)
Other Income	-	18	38	-
Administrative Expense	-	-	-	-
Net Change in Plan Fiduciary Net Position	5,103	6,834	5,161	1,490
Plan Fiduciary Net Position – Beginning	60,622	53,788	48,627	47,137
Plan Fiduciary Net Position – Ending (b)	$ 65,725	$ 60,622	$ 53,788	$ 48,627
Net OPEB Liability (Asset) (a)-(b)	$ 2,139	$ 6,930	$ 10,024	$ 11,573
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	96.85%	89.74%	84.29%	80.78%
Covered Payroll	$ 43,723	$ 41,412	$ 38,901	$ 36,934
Net Pension Liability (Asset) as a Percentage of Covered Payroll	4.89%	16.73%	25.77%	31.33%

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER POSTEMPLOYMENT BENEFITS PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019
Actuarially Determined Contribution	$ -	$ 693	$ 1,289	$ 1,748	$ 1,933
Contributions in Relation to the Actuarially Determined Contribution	-	693	1,289	1,748	1,933
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 47,468	$ 49,451	$ 50,086	$ 44,723	$ 46,623
Contributions as a percentage of covered payroll	0.00%	1.40 %	2.57 %	3.91 %	4.15 %

Notes to Schedule

Valuation Date: 10/1/2021

Actuarially determined contribution rates shown above are calculated as of October 1, 2021 for the plan/fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Plan Fiscal Year End:	9/30/2023
Funding Method:	Entry Age Cost Method (Level Percentage of Pay)
Actuarial Value of Assets:	Market Value
Mortality Rate:	Healthy Active Lives: Female: PubG.H-2010 (Above Median) for Employees, with Generational Mortality Improvement Scale MP-2018 Male: PubG.H-2010 (Above Median) for Employees, set back one year, with Generational Mortality Improvement Scale MP-2018 Healthy Inactive Lives: Female: PubG.H-2010 for Healthy Retirees, with Generational Mortality Improvement Scale MP-2018 Male: PubG.H-2010 for Healthy Retirees, set back one year, with Generational Mortality Improvement Scale MP 2018 Disabled Lives: PubG.H-2010 for Disabled Retirees, set forward three years, with Generational Mortality Improvement Scale MP-2019 White Collar with no set back, no projection scale.
Discount Rate:	6.50% per year
20 Years Municipal Bond Rate:	N/A

GREATER ORLANDO AVIATION AUTHORITY
REQUIRED SUPPLEMENTARY INFORMATION
SINGLE-EMPLOYER POSTEMPLOYMENT BENEFITS PLAN
SCHEDULE OF CONTRIBUTIONS
Last 10 Fiscal Years
(in thousands)

	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Actuarially Determined Contribution	$ 1,855	$ 2,440	$ 1,571	$ 1,773	$ 2,073
Contributions in Relation to the Actuarially Determined Contribution	1,855	2,440	2,216	3,024	3,890
Contribution Deficiency (Excess)	$ -	$ -	$ (645)	$ (1,251)	$ (1,817)
Covered Payroll	$ 43,723	$ 41,412	$ 38,901	$ 36,934	$ 35,067
Contributions as a percentage of covered payroll	4.24 %	5.89 %	5.70 %	8.19 %	11.09 %

Assumed Investment Return: 6.50% per year, net of investment expenses

Retirement Rates:

Age	Retirement Rate
55-60	15%
61-64	10%
65-69	20%
70	100%

Termination Rates:

Age	Retirement Rate
25	5.29%
30	5.07%
35	4.70%
40	3.50%
45	1.77%
50	0.41%
55+	0.00%

Payroll Growth: 0.00% per year

Inflation: 2.50% per year

Salary Increase: 4.00% per year

Administrative Expenses: Included in medical claims

Marital Status: 80% assumed married, with male spouses 3 years older than female spouses.

GREATER ORLANDO
AVIATION AUTHORITY
ORLANDO, FLORIDA

APPENDIX F

FORM OF CO-BOND COUNSEL OPINION

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FORM OF BOND COUNSEL OPINION

Upon delivery of the Series 2024 Bonds in definitive form, Co-Bond Counsel, proposes to render an approving opinion with respect to the Series 2024 Bonds in substantially the following form:

[Date of Issuance]

Greater Orlando Aviation Authority
Orlando, Florida

Re: $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida

$632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida

Ladies and Gentlemen:

We have acted as Co-Bond Counsel to Greater Orlando Aviation Authority (the "Authority") in connection with the issuance by the Authority of the $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Senior Bonds"), and $632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Subordinated Bonds" and together with the Series 2024 Senior Bonds, the "Series 2024 Bonds"), pursuant to and under the authority of the Constitution of the State of Florida, Chapter 98-492, Laws of Florida, as amended, and other applicable provisions of law (collectively, the "Act"), and, with respect to the Series 2024 Senior Bonds, pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution Authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida, adopted by the governing board of the Authority, on September 16, 2015, and having an effective date of May 1, 2017, as may be further restated, supplemented and amended from time to time (the "Amended and Restated Senior Bond Resolution"), and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2024 Senior Bonds, adopted by the governing body of the Authority on October 16, 2024 (the "2024 Supplemental Senior Resolution," and together with the Amended and Restated Senior Bond Resolution, the "Senior Bond Resolution"), and, with respect to the Series 2024 Subordinated Bonds, pursuant to the Airport Facilities Revenue Bond Subordinated Resolution adopted by the governing board of the Authority on October 16, 2024 (the "Subordinated Resolution") under and pursuant to the Amended and Restated Senior Bond Resolution and the Amended and Restated Master Subordinated Indenture of Trust dated as of July 1, 2016 (the "Master Subordinated Indenture"), as supplemented and amended by that certain Third Supplemental Subordinated Indenture of Trust to be dated as of December 1, 2024 (the "Third Supplemental Subordinated Indenture" and,

together with the Master Subordinated Indenture, the "Subordinated Indenture"), each by and between the Authority and U.S. Bank Trust Company, National Association, as trustee.

In such capacity, we have examined such laws and certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. Any capitalized undefined terms used herein shall have the meanings set forth in the Senior Bond Resolution or Subordinated Indenture.

As to questions of fact material to our opinion, we have relied upon representations of the Authority contained in the Senior Bond Resolution, the Subordinated Indenture and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied solely on the facts, estimates and circumstances described in such proceedings and certifications. 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.

In rendering this opinion, we have examined and relied upon the opinion of even date herewith of Nelson Mullins Riley & Scarborough LLP, as to the due creation and valid existence of the Authority, the due adoption of the Senior Bond Resolution and the Subordinated Resolution, and the due execution and delivery of the Series 2024 Bonds and the Subordinated Indenture.

The Series 2024 Senior Bonds are payable from the Pledged Funds, which consist primarily of Revenues and certain 2024 Available PFC Revenues, on parity and equal status with the Outstanding Bonds heretofore issued under the Senior Bond Resolution, in the manner and to the extent provided in the Senior Bond Resolution. Pursuant to the terms, conditions and limitations contained in the Senior Bond Resolution, the Authority has reserved the right to issue Additional Bonds in the future which shall have a lien on the Pledged Funds equal to that of the Series 2024 Senior Bonds and the Outstanding Bonds (the "Senior Bonds").

The Series 2024 Subordinated Bonds are payable from the Pledged Subordinated Revenues, which consist primarily of Available Net Revenues, on parity and equal status with the Outstanding Priority Subordinated Indebtedness and Other Parity Indebtedness constituting Priority Subordinated Indebtedness and any Additional Subordinated Obligations hereafter issued as Priority Subordinated Indebtedness, in the manner and to the extent provided in the Master Subordinated Indenture. Pursuant to the terms, conditions and limitations contained in the Master Subordinated Indenture, the Authority has reserved the right to issue Additional Subordinated Obligations in the future which shall have a lien on the Pledged Subordinated Revenues equal to that of the Series 2024 Subordinated Bonds, the Outstanding Priority Subordinated Indebtedness and Other Parity Indebtedness constituting Priority Subordinated Indebtedness and any Additional Subordinated Obligations hereafter issued. The Series 2024

Subordinated Bonds are junior and subordinate in all respects to the pledge under the Senior Bond Resolution for the payment of Senior Bonds.

The Series 2024 Bonds do not constitute a general obligation or indebtedness of the State of Florida or the City of Orlando, Florida (the "City") or the Authority, within the meaning of any constitutional, statutory or other limitation of indebtedness and the holders thereof shall never have the right to compel the exercise of any ad valorem taxing power of the State of Florida or the City or taxation in any form on any real or personal property for the payment of the principal of or interest on the Series 2024 Bonds. The Authority has no taxing power.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State of Florida and the federal income tax laws of the United States of America.

Based on our examination, we are of the opinion that, under existing law:

1. The Senior Bond Resolution, the Subordinated Resolution, and the Subordinated Indenture, constitute valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms.

2. The Series 2024 Senior Bonds are valid and binding limited obligations of the Authority enforceable in accordance with their terms, payable solely from the Pledged Funds, in the manner and to the extent provided in the Senior Bond Resolution.

3. The Series 2024 Subordinated Bonds are valid and binding limited obligations of the Authority enforceable in accordance with their terms, payable solely from the Pledged Subordinated Revenues, in the manner and to the extent provided in the Subordinated Indenture.

4. The Senior Bond Resolution creates a valid lien upon the Pledged Funds for the security of the Series 2024 Senior Bonds on a parity with the Outstanding Bonds and any Additional Bonds hereafter issued, all in the manner and to the extent provided in the Senior Bond Resolution.

5. The Master Subordinated Indenture creates a valid lien upon the Pledged Subordinated Revenues for the security of the Series 2024 Subordinated Bonds on a parity with the Outstanding Priority Subordinated Indebtedness and Other Parity Indebtedness constituting Priority Subordinated Indebtedness and any Additional Subordinated Obligations hereafter issued as Priority Subordinated Indebtedness, all in the manner and to the extent provided in the Master Subordinated Indenture.

6. Interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes, except interest on any Series 2024 Bond for any period during which the Series 2024 Bonds are held by a person who is a "substantial user" of the facilities financed with the proceeds of the Series 2024 Bonds or a "related person," as those terms are used in Section

147(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series 2024 Bonds is treated as an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15-percent alternative minimum tax under Section 55 of the Code.

The opinion set forth in the preceding sentence is subject to the condition that the Authority complies with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2024 Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Authority has covenanted in the Senior Bond Resolution and the Subordinated Indenture to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Series 2024 Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Series 2024 Bonds.

It is to be understood that the rights of the Series 2024 Bonds and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State of Florida and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of the Official Statement or any other offering material relating to the Series 2024 Bonds. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Series 2024 Bonds. Furthermore, we are not passing on the accuracy or sufficiency of any CUSIP numbers appearing on the Series 2024 Bonds. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Authority or the underwriters with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Series 2024 Bonds or regarding the perfection or priority of the lien on the Pledged Funds or the Pledged Subordinate Revenues except as provided in paragraph 4. and paragraph 5. with respect to the parity status of the Series 2024 Senior Bonds and the Series 2024 Subordinated Bonds.

Further, we express no opinion regarding federal income or state tax consequences arising with respect to the Series 2024 Bonds other than as expressly set forth herein.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof. This opinion is given solely for the benefit of

the addressees hereof and the registered owners and may not be relied upon by any other person, firm or entity without our prior written consent.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.
MARCELO LLORENTE, P.A.

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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:

$139,705,000
GREATER ORLANDO
AVIATION AUTHORITY
AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

$632,710,000
GREATER ORLANDO
AVIATION AUTHORITY
PRIORITY SUBORDINATED
AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

Dated December 19, 2024

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated December 19, 2024, 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 issued its $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Senior Bonds") and $632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Subordinated Bonds" and together with the Series 2024 Senior Bonds, (the "Series 2024 Bonds") pursuant to Chapter 57-1658, Special Laws of Florida 1957 which was subsequently repealed, re-codified and amended by Chapter 98-492, Special Laws of Florida 1998, as amended, and with respect to the Series 2024 Senior Bonds, pursuant to the Amended and Restated Airport Facilities Revenue Bond Resolution, authorizing Airport Facilities Revenue Bonds of the City of Orlando, Florida adopted by the governing board of the Authority (the "Board"), on September 16, 2015, having an effective date of May 1, 2017 as may be further restated, supplemented and amended from time to time (the "Bond Resolution"), and, as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2024 Senior Bonds, adopted by the Authority on October 16, 2024 (the "2024 Supplemental Senior Resolution," and together with the Bond Resolution, the "Senior Bond Resolution"), and with respect to the Series 2024 Subordinated Bonds, the Bond Resolution and as specifically supplemented by that certain Supplemental Airport Facilities Revenue Bond Resolution, authorizing the issuance of the Series 2024 Subordinated Bonds, adopted by the Authority on October 16, 2024 (the "2024 Supplemental Subordinated Resolution"), the Amended and Restated Master Subordinated Indenture of Trust, dated as of July 1, 2016 (the "Master Subordinated Indenture"), as supplemented and amended from time to time, particularly as supplemented by that certain Third Supplemental Subordinated Indenture of Trust, to be dated as of December 1, 2024 (the "Third Supplemental Subordinated Indenture" and, together with the Master Subordinated Indenture, the "Subordinated Indenture").

B. The Series 2024 Senior Bonds are being issued for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project; (b) refinance certain draws made on certain of the Existing Lines of Credit, the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the Composite Reserve Subaccount of the Debt Service Reserve Account to bring the balance therein equal to the Composite Reserve Requirement; and (d) pay certain costs of issuance of the Series 2024 Senior Bonds.

The Series 2024 Subordinated Bonds are being issues for the purpose of providing funds to: (a) finance a portion of the costs associated with the 2024 Project; (b) refinance certain draws made on certain of the Existing Lines of Credit, the proceeds of which were used to finance a portion of the cost of the 2024 Project and associated accrued interest; (c) fund a deposit to the

Pooled Subordinated Reserve Account to bring the balance therein equal to the Pooled Subordinated Reserve Account Requirement; (d) fund capitalized interest on the Series 2024 Subordinated Bonds, and (e) pay certain costs of issuance of the Series 2024 Subordinated Bonds.

C. The Authority has authorized the preparation and distribution of the Preliminary Official Statement dated November 20, 2024, as supplemented on November 25, 2024, with respect to the Series 2024 Bonds (collectively, 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 2024 Bonds to the Participating Underwriter (as defined herein), the Authority authorized the preparation and distribution of the Official Statement dated December 19, 2024 with respect to the Series 2024 Bonds (the "Official Statement").

E. As a condition precedent to the initial purchase of the Series 2024 Bonds by the Participating Underwriter in accordance with the terms of the Bond Purchase Agreement dated December 5, 2024 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, for the benefit of the holders of the Series 2024 Bonds, to provide certain annual financial and operating information and notice of the occurrence of certain events on an ongoing basis for so long as the Series 2024 Bonds remain outstanding as set forth herein.

NOW THEREFORE, in consideration of the purchase of the Series 2024 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, the Subordinated Indenture 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 2024 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) a Saturday or a Sunday; (b) a day on which the Authority is authorized or required to be closed; (c) a day on which banks are authorized or required by law to close, or a day on which the New York Stock Exchange is 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" or "DAC" 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 Filing or any other notice, report, or information made public under this Disclosure Agreement.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) and (ii). The term "Financial Obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Fiscal Year" 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 Filings.

"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 2024 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

"Participating Underwriter" means, collectively, the initial purchasers of the Series 2024 Bonds required to comply with the Rule in connection with the offering of the Series 2024 Bonds, being the underwriters named on the cover of the Official Statement.

"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, in effect as of the date hereof.

"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 of the Authority for the prior Fiscal Year which have not been certified by an independent certified public accountant.

"Voluntary Filing" 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 2024 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 2024 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. Additionally, the Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Authority, the Beneficial Owners, or any other party.

(c) This Disclosure Agreement shall terminate upon: (i) the defeasance, redemption or payment in full of all Series 2024 Bonds, in accordance with the Bond Resolution 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 2024 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. The April 30th immediately following the preceding Fiscal Year ended September 30, commencing April 30, 2025, shall be the Annual Filing Date. If April 30th falls on a day that is not a Business Day, the Annual Filing 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. Eastern Time 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. Eastern Time 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. Eastern Time 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 Business Day following the Annual Filing Date in substantially the form attached to this Disclosure Agreement as Exhibit A without reference to the anticipated filing date for the Annual Filing, and stating only that the "Notice Event" is that the Authority has failed to file the Annual Report by the deadline imposed by this Agreement, without any additional information or commentary.

(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 Sections 4(a) (and, upon receipt, promptly file any Audited Financial Statements received under Section 4(c)) 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 for such preceding Fiscal Year.

Section 5. Reporting of Notice Events.

(a) In accordance with the Rule, the Authority or the Dissemination Agent shall file, or cause to be filed, 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 2024 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 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;

(vii) Modifications to rights of Holders of the Series 2024 Bonds if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Series 2024 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;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the Obligated Person, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar items of a Financial Obligation of the Obligated Person, any of which affect bond holders, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of an Obligated Person, any of which reflect financial difficulties.

(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 Sections 5(a) and 5(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 following tables 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 Percentage of Total Passengers" under the heading "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM-Airline Market Shares";

(iii) the table entitled, "Greater Orlando Aviation Authority Orlando International Airport Historical Domestic, International and Total Enplaned Passengers" under the heading "THE GREATER ORLANDO AVIATION AUTHORITY AND THE AIRPORT SYSTEM-Enplaned Passengers at the Airport";

(iv) the table entitled, "Passenger Facility Charges" under the heading "INFORMATION CONCERNING REVENUES AND CERTAIN FUNDING SOURCES-Passenger Facility Charges";

(v) the table entitled, "Greater Orlando Aviation Authority Orlando International Airport Statement of Revenues, Expenses and Changes in Net Position" under the heading "AUTHORITY FINANCIAL INFORMATION-Historical Statement of Revenues and Expenses";

(vi) the table entitled, "Greater Orlando Aviation Authority Orlando International Airport Historical Debt Service Coverage Per Amended and Restated Senior Bond Resolution" under the heading "AUTHORITY FINANCIAL INFORMATION-Historical Debt Service Coverage"; and

(vii) the table entitled, "Greater Orlando Aviation Authority Orlando International Airport Available Net Revenues Available for Payment of Outstanding Priority Subordinated Indebtedness Per Amended and Restated Senior 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 to documents previously filed with the Repository or the SEC, including official statements for debt issues with respect to which the Authority is an Obligated Person. 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.

The Authority will reserve the right to modify from time to time the specific type of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Authority; provided that the Authority will agree that any such modification will be done in a manner consistent with the Rule.

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 and such other identifying information prescribed by the MSRB from time to time

(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 2024 Bonds and such other identifying information prescribed by the MSRB from time to time. 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 Filings.

(a) The Authority may instruct the Dissemination Agent to file information with the Repository, from time to time (a "Voluntary Filing").

(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 Filing, in addition to that required by this Disclosure Agreement. If the Authority chooses to include any information in any 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 Filing.

(c) Notwithstanding the foregoing provisions of this Section 8, the Authority is under no obligation to provide any Voluntary Filing.

(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 or the Subordinated Indenture, as applicable.

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 Obligated Person, or type of business conducted by such Obligated Person; (ii) such amendment or waiver would have complied with the requirements of the Rule at the time of the primary offering of the Series 2024 Bonds after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) such amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2024 Bonds, as determined either by parties unaffiliated with the Authority or the Obligated Person, or by the approving vote of a majority of the Beneficial Owners of the Series 2024 Bonds pursuant to the terms of the governing instrument at the time of the amendment.

(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 2024 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.

(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, at its sole expense 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) 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 2024 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

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 duly authorized officers.

(SEAL)

GREATER ORLANDO AVIATION AUTHORITY

By: _____
Tim Weisheyer, Chairman

ATTEST:

By: _____
Assistant Secretary

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO
CONTINUING DISCLOSURE AGREEMENT

IN WITNESS WHEREOF, the Authority and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first above written by their respective duly authorized officers.

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

$139,705,000
GREATER ORLANDO
AVIATION AUTHORITY
AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

$632,710,000
GREATER ORLANDO
AVIATION AUTHORITY
PRIORITY SUBORDINATED
AIRPORT FACILITIES
REVENUE BONDS,
SERIES 2024 (AMT)
OF THE CITY OF ORLANDO, FLORIDA

originally issued on December 19, 2024

Series 2024 Senior Bonds		Series 2024 Subordinated Bonds	
392275DR1	392275EC3	392275EP4	392275FA6
392275DS9	392275ED1	392275EQ2	392275FB4
392275DT7	392275EE9	392275ER0	392275FC2
392275DU4	392275EF6	392275ES8	392275FD0
392275DV2	392275EG4	392275ET6	392275FE8
392275DW0	392275EH2	392275EU3	392275FF5
392275DX8	392275EJ8	392275EV1	392275FG3
392275DY6	392275EK5	392275EW9	392275FH1
392275DZ3	392275EL3	392275EX7	392275FJ7
392275EA7	392275EM1	392275EY5	392275FK4
392275EB5	392275EN9	392275EZ2	

Notice is hereby given by the Greater Orlando Aviation Authority (the "Authority"), as obligated person with respect to the $139,705,000 Greater Orlando Aviation Authority Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Senior Bonds") and $632,710,000 Greater Orlando Aviation Authority Priority Subordinated Airport Facilities Revenue Bonds, Series 2024 (AMT) of the City of Orlando, Florida (the "Series 2024 Subordinated 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 December 19, 2024. **[**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: _____

GREATER ORLANDO AVIATION AUTHORITY • AIRPORT FACILITIES REVENUE BONDS, SERIES 2024 (AMT) OF THE CITY OF ORLANDO, FLORIDA AND PRIORITY SUBORDINATED AIRPORT FACILITIES REVENUE BONDS, SERIES 2024 (AMT) OF THE CITY OF ORLANDO, FLORIDA

Orlando™
International Airport

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